

RESOLUTION NO. 44-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO DAN ENTERPRISES TEAM, LLC, FOR HOME REHABILITATION CONSTRUCTION SERVICES FOR THE CITY OF DELRAY BEACH STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM PURSUANT TO QUICK QUOTE NO. 2024-045; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (“City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires home rehabilitation construction services for its State Housing Initiatives Partnership Program; and

WHEREAS, the City desires to issue a purchase order to Dan Enterprises Team, LLC (“Contractor”), to obtain these services pursuant to City solicitation Quick Quote Q2024-045; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach hereby approves the issuance of a purchase order to Contractor pursuant to the terms and conditions of Q2024-045, attached hereto and incorporated herein as Exhibit “A”, and the Contractor’s response thereto, attached hereto and incorporated herein as Exhibit “B”.

Section 3. The City Commission authorizes the City Manager to take any and all actions necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Alexis Givings, City Clerk

\_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

**Exhibit "A"**

**Solicitation ITBC 2024-045**

**Housing Rehabilitation NCS Division Quote #21-029**

**Bid Designation: Public**



**City of Delray Beach**

## Bid ITBC 2024-045 Housing Rehabilitation NCS Division Quote #21-029

Bid Number **ITBC 2024-045**  
 Bid Title **Housing Rehabilitation NCS Division Quote #21-029**

Bid Start Date **Aug 8, 2024 3:23:22 PM EDT**  
 Bid End Date **Aug 28, 2024 2:00:00 PM EDT**  
 Question & Answer End Date **Aug 23, 2024 5:00:00 PM EDT**

Bid Contact **Eddyson Etienne**  
**Purchasing Agent**  
**etiennee@mydelraybeach.com**

Bid Contact **Hugh Dunkley**  
**Chief Financial Officer**  
**Finance**  
**dunkleyh@mydelraybeach.com**

Contract Duration **One Time Purchase**  
 Contract Renewal **Not Applicable**  
 Prices Good for **120 days**  
 Pre-Bid Conference **Aug 13, 2024 10:00:00 AM EDT**  
**Attendance is optional**  
**Location: 107 SW 8th Ct.**  
**Delray Beach, FL 33444**

Bid Comments **Scope:** The purpose of this Invitation to Bid Construction is to solicit bids from qualified contractors to Remove the existing carport wood siding, Remove and Replace Kitchen Entry Door Unit, Install mulch, Install Washer Drain Line, Install STC Impact Exterior Door, Install STC Impact Windows, Paint House Complete, Install Interior Door, Prepare Walls and Paint Interior Complete, Install Vanity W/Sink, Install Tub/Shower Combination, Install Hot Water Heater, Carbo Monoxide / Smoke Detector W/Arc Fault, Install Exterior Light Fixtures, Repair Electrical Service in accordance with the terms, conditions, and specifications contained in this Invitation to Bid Construction.

The City will HOLD a Non-Mandatory Pre-Bid Conference. It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the solicitation package.

It is highly recommended for Bidder visit site to provide physical inspection and quote price. Permit fees should be included in the line items. Cost should be staggered within.

**A COI naming the City of Delray Beach as additional insured is required.**

**In Compliance with Bid Form 2 of the Housing Rehabilitation Program Guidelines, No contractor shall be awarded or have under construction more than three (3) jobs at any one time. Should a contractor have more than three (3) jobs under construction and is the lowest bidder on a new bid, the City will move to the next lowest bidder for award of the bid.**

**Questions and Answers:** The City provides a specified time for Vendors to ask questions and seek clarification

regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope (formerly BidSync) by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via Periscope.

**Bid Allowance Amounts:** This solicitation includes a pass-thru allowance. It is not necessary to add your allowance amounts into your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on the final bid tabulation. Undefined General Allowance (\$3,000).

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at Periscope S2G ( [www.PeriscopeS2G.com](http://www.PeriscopeS2G.com) ) until the Deadline for Submission as indicated in this Invitation to Bid Construction . Late Bids will not be accepted. The City will only accept electronic bids for this Invitation to Bid Construction .

Once the bid has been decrypted the tabulation link will appear under the “details tab” page. Vendors are instructed to contact Periscope S2G (BidSync) immediately for technical assistance if this feature is not available on their dashboard.

**Item Response Form**

Item **ITBC 2024-045--01-01 - Remove the existing carport wood siding**  
Quantity **392 square foot**  
Unit Price   
Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 392**

**Description**

Remove all exterior T 1-11 wood siding located in the carport area.

Location: Carport

Note: All lead based paint contaminated debris and paint chips and dust associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.

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IMPORTANT: The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection

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Item **ITBC 2024-045--01-02 - Remove and Replace Kitchen Entry Door Unit**  
Quantity **1 each**  
Unit Price   
Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 1**

**Description**

Per HUD Lead Safe Housing requirements, remove the existing entrance door, jamb, trim and threshold and dispose of all debris. Provide and install, primed, prehung steel insulated raised panel, exterior 1-3/4" entry door with trim. Include keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Include any repair to

interior walls to bring to original condition. Clean the areas per HUD three step process for final clearance compliance.

Owner may paint the primed door a color of their choosing after construction and clearance is complete.

\*\*\* Doors must be impact rated and all warranty paperwork to be given to the owner upon completion\*\*\*

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements.

Please refer to the Lead Inspection report for further information on lead based paint test results and location.

Location(s): See Lead Based Paint Report

Note: All lead based paint contaminated debris associated with this item must be removed from the site prior to the general contractor requesting

the LBP clearance test.

Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$295.00 each.

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IMPORTANT: The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.

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Item **ITBC 2024-045--01-03 - Install Mulch**

Quantity **185 square foot**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 185**

**Description**

Rake the soil and remove paint debris and paint chips. Place non-floating mulch 4" deep. Raking and mulch coverage shall begin at the exterior walls and extend outward

away from the walls for a distance of four (4'0") feet.

Location: around the entire perimeter of structure

Note: All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$295.00 each.

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IMPORTANT: The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745.

Work must at minimum

comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this

work.

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Item **ITBC 2024-045--01-04 - Install Hurricane Clips**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 1**

**Description**

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 2023 Florida Building Code 8th edition 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.

Item **ITBC 2024-045--01-05 - Tear Off Existing Roof and Install New**

Quantity **1762 square foot**

Unit Price

Delivery Location **City of Delray Beach**

No Location Specified

**Qty** 1762

**Description**

Remove entire sloped roof covering. Replace damaged sheathing, replace / repair damaged rafters, and related roof components. All fascia, soffit repair/replacement is included in line item cost. Replace defective or damaged soffit venting/screening to match existing as needed. 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 \$ \_\_\_\_\_

Square foot of planking above the covered 160 sq ft \$ \_\_\_\_\_

Liner foot of rafter/trusses top chords above the covered 48 lf \$ \_\_\_\_\_

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 2023 Florida Building Code 8th edition. 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. Then install 40 year rated quality or equal, laminated (dimensional) shingle, self-sealing, fungus resistant fiberglass shingles,

to meet the 2023 Florida Building Code 8th edition. 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

Division.

Note 1: 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 2: 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 1 x 2 wood drip edge nailer.

Note 3: This item will have a mandatory inspection with the rehabilitation inspector.

Note 4: Owner shall have choice of shingle color.

Note 5: One 36" layer of self-adhering modified underlayment shall be placed above flashing in all valleys.

Note 6: Replace deteriorated fascia and soffit. A minimum of 6 feet must be maintained between joints or corners. Fill all nail holes in all affected wood, seal with caulking

the seams of joints of wood where they meet the soffit and prepare for paint 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. Replace deteriorated soffit and venting to match existing as needed.

Item **ITBC 2024-045--01-06 - Install Washer Drain Line**

Quantity **50 linear foot**

Unit Price

Delivery Location **City of Delray Beach**

No Location Specified

**Qty 50**

**Description**

Excavate and place new waste line. Provide and install new appropriate sized approved PVC waste lines to current code. Connect washing machine waste line. Tie into the main waste line. From the rear of house to the main waste line.  
 After inspections backfill trench, and compact trench then sod affected lawn areas as required.  
 Note: All required vent stacks, clean outs, traps and connections and needed materials are to be included in this line item.

Item **ITBC 2024-045--01-07 - Install STC Impact Exterior Door**

Quantity **3 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 3**

**Description**

Remove the existing doors and jambs. Prepare sufficient door bucks per 2023 Florida Building Code 8 edition and install an impact resistant, six panel, pre-hung metal doors with an STC Rating of 30 or greater and satisfy the 2020 Florida Building Code for both impact resistance and pressure, and appropriate wind requirements. at the areas listed below.

Locations; Front, Side and rear utility door.

Door frame must fit with minimum perimeter gap between the frame and the opening. All perimeter voids and openings shall be foam sealed per Note 1. When door returns (inside and outside) are completed contractor shall apply a continuous bead of caulking around the frame/return joint per Note 2. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly 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: Door hardware shall be as specified to meet the STC Rating, peep hole, deadbolt keyed one side to the lockset, wind crash chain stop, and aluminum threshold. Zero 328A Sound Seal and Zero 119W Spring Seal weather-stripping, or approved equal, shall be provided along the interior portions of the header and hinge side of the door.

Note 1: Contractor shall use a high-density expanding foam sealant along the jambs and header of the door to seal the door and minimize air infiltration. Interior of threshold shall be filled with cementitious grout or high-density expanding foam sealant. This is a Mandatory Inspection item and the assigned HCD rehab inspector shall be notified 24 hours in advance of such inspection.

Note 2: Contractor shall use an acoustical sealant for a) exposed joints/seams that is non-sag, paintable, non-staining latex sealant complying with ASTM C-834 such as Ohio Sealants Proseries SC-175 or approved equal and b) exterior caulking around doors shall use an elastomeric sealant, single-component non-sag, urethane sealant such as Sika Flex-1A polyurethane sealant or approved equal.

Note 3: 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 4: Contractor shall submit Florida Building Code Product approvals for impact resistance and independent laboratory certification that the Doors are rated at STC 30 or greater. Documents shall be stamped by the Building Department of Delray Beach, and submitted with the project's close-out package.

Note 5: 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.)

Item **ITBC 2024-045--01-08 - Install STC Impact Windows**

Quantity **13 each**  
 Unit Price   
 Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 13**

**Description**

Remove ALL existing windows. Install new aluminum single hung impact resistant windows and aluminum framed screen. The window assembly shall have an STC rating of 30 or greater and satisfy the 2023 Florida Building Code 8 edition. For both impact resistance and pressure requirements. One egress window shall be installed in each sleeping room. Bathroom windows shall have obscure glass. Provide Modifications to openings if necessary to accommodate the new windows. Windows manufacturer shall be PGT WinGuard SH700 or approved equal. Replacement windows must fit with minimum perimeter gap between the window frame and the opening. If existing window sills are disturbed, replace them with marble sill(s). All perimeter voids and openings shall be foam sealed per Note 1 and all window concealed frame and exposed frame seams shall be sealed per Note 2(a) or 2(b), as appropriate. When window returns (inside and outside) are completed, contractor shall apply a continuous bead of caulking around the window frame/return joint per Note 2(c).  
 Note 1: The completed window installation shall comply with all requirements of the 2023 Florida Building Code 8 edition.  
 Note 2: Contractor shall submit product approvals for impact resistance and independent laboratory certification that the windows are rated at STC 30 or greater. Documents shall be stamped by the Building Division of Delray Beach and submitted with the project's close-out package.  
 Note 3: Patch holes interior and exterior and touch up the paint patches and discolored finish resulting from the removal of existing window(s) to match existing finish and color as close as possible. The inspector shall be responsible for determining if the touch-up paint matches as close as possible.

Item **ITBC 2024-045--01-09 - Paint House Complete**  
 Quantity **10 square foot**  
 Unit Price   
 Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 10**

**Description**

Pressure clean with water, fill all cracks and holes, and prepare for paint by scraping off loose and peeling paint, and light sanding of all the exterior wood including, fascia, soffit, doors, garage door, trim, and columns. Contact the rehabilitation inspector and request an inspection (24 hour notice to inspect will be made available). Upon an approval given of pressure cleaning, proceed and apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic exterior grade paint. 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. Include all trim and shutters with complete house painting.  
 Note #1: Paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction.  
 Note #2: Masonry surfaces painted with a spray applicator shall be back-rolled to ensure complete coverage.  
 Note #3: Contractor shall comply with manufacturer recommended time intervals between coats of paint.  
 Note #4: Contractor shall deliver a smooth full paint coverage over the average substrate finish. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.  
 Single

Item **ITBC 2024-045--01-10 - Install Interior Door**  
 Quantity **4 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 4**

**Description**

Remove existing doors, jamb, and casing. Replace door assembly with a pre hung 1 3/8" hollow core door, casing, and lever - both sides - privacy lockset. Fill all nail holes and apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of semi-gloss acrylic enamel paint.  
 Locations: All bedroom doors and bathroom door

Note 1: Door paint color choice shall be by owner. 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.

Item **ITBC 2024-045--01-11 - Prepare Walls and Paint Interior Complete**

Quantity **2165 square foot**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 2165**

**Description**

Prepare for painting kitchen by cleaning walls and ceilings in kitchen with a "De-greaser Solvent" such as TSP to remove built-up grease on walls and ceiling. For the entire house: Preparation shall include filling all holes and patching to match the average finish of the existing wall surface and caulking at base boards and door casing. Apply one(1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss enamel on kitchen walls/ceilings and bathroom walls/ceilings, doors and trim. On all other rooms walls and ceilings apply one(1) coat of acrylic primer/sealer and paint with two (2) coats of flat washable paint.

Note 1: Paint color choice shall be by owner. 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: Inspection of paint preparation area is required prior to application of primer/sealer paint. 24 hours advance notice is required.

Item **ITBC 2024-045--01-12 - Install Vanity w/Sink**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 1**

**Description**

Remove vanity and existing lavatory. Replace with a new vanity of the same dimensions, constructed with solid wood frame on the doors and cabinet face; the box shall be comprised of minimum 1/2" plywood; finish covering must be wood veneer or plastic laminate. Counter top and 4" back splash shall be a minimum of 5/8" plywood with drop in sink or cultured marble with integral bowl cast in the counter top. Install new water supply valves, supply lines, and escutcheons, strainer

assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality.

Locations: Bathroom

Owner to have a choice in style and color.

Item **ITBC 2024-045--01-13 - Install Tub/Shower Combination**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 1**

**Description**

Remove existing tub complete down to bare block or framing. Repair or replace all insect or water damaged framing or furring strips and install new dura rock to code .

Install a white "Americast" or equal cast iron tub. Include new faucet/diverter, Moen or equal with anti-scald valve and shower head, spout, pop-up stopper, trap, waste, and overflow. Install (3) three stainless steel covered flange grab bars, one on each side (2) two 18" and (1) one 36" Installed per manufactures specifications. Accessories

shall include a ceramic soap dish and towel bar placed in the same setting material used for the ceramic tile. Install new 4"X4"X1/4" ceramic tile with 2"X6" bullnose trim around perimeter, Retile up to 7' in shower surround. Owner is to have choice on style of white or bone color on builders' quality tile.

Location: bathroom

Note: Place wood backing to fasten handicap bars prior to hanging cementitious tile backer.

Attention: This work will require a framing inspection from the City of Delray Beach Building Department

Item **ITBC 2024-045--01-14 - Install Hot Water Heater**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 1**

**Description**

Remove existing water heater, electrical pig tail, and water supply valves. Install a new energy efficient 40 gallon water heater, and Drain Pan with dual 250 volt, 2500

watt heating elements, water supply valves, and pressure relief valve with 3/4" copper piped to the exterior or the new drain pan. Sweat solder copper fittings to connect the new water heater . The electrical connection shall be hard wired.

Item **ITBC 2024-045--01-15 - Carbon Monoxide / Smoke Detector w/ Arc Fault**

Quantity **4 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 4**

**Description**

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.

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Item **ITBC 2024-045--01-16 - Install Exterior Light Fixtures**

Quantity **2 each**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 2**

**Description**

Install new exterior light fixture over front and rear doors.

Note: Fixture cost shall not exceed \$50.00

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Item **ITBC 2024-045--01-17 - Repair Electrical Service**

Quantity **1 lump sum**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty 1**

**Description**

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.



City of Delray Beach

Neighborhood Services Division

100 N. W. 1st Avenue

Delray Beach, Florida 33444

Phone: 561-243-7280

**RehabSpec Work Write-up**

Case#: **21-029**

Job Total: \$ \_\_\_\_\_

Property Information

107 SW 8th CT

Delray Beach  
Florida

Bid Closing Date: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Owner Information

Clara Rose

Delray Beach  
Florida 33444

Contractor Information

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

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

Voice: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

☎ (561) 215-4584



### QUOTE 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 to be performed on the owner's 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 quotes for the work contained in the write up.

Signed:  Date: 6/26 2024

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 2024

The below quoter'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 quoter 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 quote amount submitted above within the following time frame:

Quoter will start permit process within three (3) 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 quoter understands that the right is reserved by the property owner and the City of Delray Beach, Neighborhood Services Division to reject any and all quotes."

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 2024

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 2024

**Single Family Residential - | Single Family - | Whole Unit - Lead | All Walls - Lead**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0321070116	392.00	sq.ft	1.00	-	\$ _____

**Task: Remove the existing carport wood siding**

Remove all exterior T 1-11 wood siding located in the carport area.

**Location:** Carport

**Note:** All lead based paint contaminated debris and paint chips and dust associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.**

+++++  
**IMPORTANT: The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745.** Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.+++++

2	0321030101	1.00	ea	1.00	-	\$ _____
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**Task: Remove and Replace Kitchen Entry Door Unit**

Per HUD Lead Safe Housing requirements, remove the existing entrance door, jamb, trim and threshold and dispose of all debris. Provide and install, primed, prehung steel insulated raised panel, exterior 1-3/4" entry door with trim. Include keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Include any repair to interior walls to bring to original condition. Clean the areas per HUD three step process for final clearance compliance.

Owner may paint the primed door a color of their choosing after construction and clearance is complete.

\*\*\* Doors must be impact rated and all warranty paperwork to be given to the owner upon completion\*\*\*

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements.  
 Please refer to the Lead Inspection report for further information on lead based paint test results and location.

**Location(s):** See Lead Based Paint Report

**Note:** All lead based paint contaminated debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note: Neighborhood Services will pay for (1) clearance, All repeated clearance inspections will be charged to the Contractor at the rate of \$295.00 each.**

+++++  
**IMPORTANT: The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745.** Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.+++++

3	0329993333	185.00	sqft	1.00	-	\$ _____
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**Task: Install Mulch**

Rake the soil and remove paint debris and paint chips. Place non-floating mulch 4" deep. Raking and mulch coverage shall begin at the exterior walls and extend outward away from the walls for a distance of four (40") feet.

**Location:** around the entire perimeter of structure

**Note:** All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Note:** Neighborhood Services will pay for (1) clearance. All repeated clearance inspections will be charged to the Contractor at the rate of \$295.00 each.

+++++  
**IMPORTANT:** The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD: 24 CFR Part 35, EPA: 40 CFR Part 745, and OSHA: 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.  
 +++++

**Single Family Residential - | Single Family - | Whole Unit - Roof | Roof -**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
4	0070030019	1.00	All	1.00	-	\$ _____

**Task: Install Hurricane Clips**

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 2023 Florida Building Code 8th edition 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.

5	0070010001	1762.00	SF	1.00	-	\$ _____
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**Task: Tear Off Existing Roof and Install New**

Remove entire sloped roof covering. Replace damaged sheathing, replace / repair damaged rafters, and related roof components. All fascia, soffit repair/replacement is included in line item cost. Replace defective or damaged soffit venting/screening to match existing as needed. **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	\$ _____
Square foot of planking above the covered 160 sq ft	\$ _____
Liner foot of rafter/trusses top chords above the covered 48 lf	\$ _____

**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 2023 Florida Building Code 8th edition. 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. Then install 40 year rated quality or equal, laminated (dimensional) shingle, self-sealing, fungus resistant fiberglass shingles, to meet the 2023 Florida Building Code 8th edition. 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 Division.

**Note 1:** 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 2:** 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 1 x 2 wood drip edge nailer.**

**Note 3:** This item will have a mandatory inspection with the rehabilitation inspector.

**Note 4:** Owner shall have choice of shingle color.

**Note 5:** One 36" layer of self-adhering modified underlayment shall be placed above flashing in all valleys.

**Note 6:** Replace deteriorated fascia and soffit. A minimum of 6 feet must be maintained between joints or corners. Fill all nail holes in all affected wood, seal with

caulking the seams of joints of wood where they meet the soffit and prepare for paint 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. Replace deteriorated soffit and venting to match existing as needed.

**Single Family Residential - | Single Family - | Sidewalls - | Walls -**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
6	0130020004	50.00	LF	1.00	-	\$ _____

**Task: Install Washer Drain Line**

Excavate and place new waste line. Provide and install new appropriate sized approved PVC waste lines to current code. Connect washing machine waste line. Tie into the main waste line. From the rear of house to the main waste line.

After inspections backfill trench, and compact trench then sod affected lawn areas as required.

Note: All required vent stacks, clean outs, traps and connections and needed materials are to be included in this line item.

7	0010090002	3.00	NO	1.00	-	\$ _____
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**Task: Install STC Impact Exterior Door**

Remove the existing doors and jambs. Prepare sufficient door bucks per 2023 Florida Building Code 8<sup>th</sup> edition and install an impact resistant, six panel, pre-hung metal doors with an STC Rating of 30 or greater and satisfy the 2020 Florida Building Code for both impact resistance and pressure, and appropriate wind requirements. at the areas listed below.

**Locations: Front, Side and rear utility door.**

Door frame must fit with minimum perimeter gap between the frame and the opening. All perimeter voids and openings shall be foam sealed per Note 1. When door returns (inside and outside) are completed contractor shall apply a continuous bead of caulking around the frame/return joint per Note 2. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly 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: Door hardware shall be as specified to meet the STC Rating, peep hole, deadbolt keyed one side to the lockset, wind crash chain stop, and aluminum threshold. Zero 328A Sound Seal and Zero 119W Spring Seal weather-stripping, or approved equal, shall be provided along the interior portions of the header and hinge side of the door.

**Note 1:** Contractor shall use a high-density expanding foam sealant along the jambs and header of the door to seal the door and minimize air infiltration. Interior of threshold shall be filled with cementitious grout or high-density expanding foam sealant. This is a Mandatory Inspection item and the assigned HCD rehab inspector shall be notified 24 hours in advance of such inspection.

**Note 2:** Contractor shall use an acoustical sealant for a) exposed joints/seams that is non-sag, paintable, non-staining latex sealant complying with ASTM C-834 such as Ohio Sealants Proseries SC-175 or approved equal and b) exterior caulking around doors shall use an elastomeric sealant, single-component non-sag, urethane sealant such as Sika Flex-1A polyurethane sealant or approved equal.

**Note 3:** 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 4:** Contractor shall submit Florida Building Code Product approvals for impact resistance and independent laboratory certification that the Doors are rated at STC 30 or greater. Documents shall be stamped by the Building Department of Delray Beach, and submitted with the project's close-out package.

**Note 5:** 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	0010100001	13.00	NO	1.00	-	\$ _____
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**Task: Install STC Impact Windows**

Remove ALL existing windows. Install new aluminum single hung impact resistant windows and aluminum framed screen. The window assembly shall have an STC rating of 30 or greater and satisfy the 2023 Florida Building Code 8<sup>th</sup> edition. For both impact resistance and pressure requirements. One egress window shall be installed in each sleeping room. Bathroom windows shall have obscure glass. Provide Modifications to openings if necessary to accommodate the new windows. Windows manufacturer shall be PGT WinGuard SH700 or approved equal.

Replacement windows must fit with minimum perimeter gap between the window frame and the opening. If existing window sills are disturbed, replace them with marble sill(s). All perimeter voids and openings shall be foam sealed per Note 1 and all window concealed frame and exposed frame seams shall be sealed per Note 2(a) or 2(b), as appropriate. When window returns (inside and outside) are completed, contractor shall apply a continuous bead of caulking around the window frame/return joint per Note 2(c).

**Note 1:** The completed window installation shall comply with all requirements of the 2023 Florida Building Code 8<sup>th</sup> edition.

**Note 2:** Contractor shall submit product approvals for impact resistance and independent laboratory certification that the windows are rated at STC 30 or greater. Documents shall be stamped by the Building Division of Delray Beach and submitted with the project's close-out package.

**Note 3:** Patch holes interior and exterior and touch up the paint patches and discolored finish resulting from the removal of existing

window(s) to match existing finish and color as close as possible. The inspector shall be responsible for determining if the touch-up paint matches as close as possible.

9	0100020001	10.00	SF	1.00	-	\$ _____
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**Task: Paint House Complete**

Pressure clean with water, fill all cracks and holes, and prepare for paint by scraping off loose and peeling paint, and light sanding of all the exterior wood including, fascia, soffit, doors, garage door, trim, and columns. Contact the rehabilitation inspector and request an inspection (24 hour notice to inspect will be made available). Upon an approval given of pressure cleaning, proceed and apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic exterior grade paint. 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. Include all trim and shutters with complete house painting.

Note #1: Paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction.

Note #2: Masonry surfaces painted with a spray applicator shall be back-rolled to ensure complete coverage.

Note #3: Contractor shall comply with manufacturer recommended time intervals between coats of paint.

Note #4: Contractor shall deliver a smooth full paint coverage over the average substrate finish. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

**Single Family Residential - | Single Family - | Whole Unit - | Floor - Interior**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
10	0010090001	4.00	NO	1.00	-	\$ _____

**Task: Install Interior Door**

Remove existing doors, jamb, and casing. Replace door assembly with a pre hung 1 3/8" hollow core door, casing, and lever - both sides - privacy lockset. Fill all nail holes and apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of semi-gloss acrylic enamel paint.

Locations: All bedroom doors and bathroom door

Note 1: Door paint color choice shall be by owner. 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.

11	0100010018	2165.00	SF	1.00	-	\$ _____
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**Task: Prepare Walls and Paint Interior Complete**

Prepare for painting kitchen by cleaning walls and ceilings in kitchen with a "De-greaser Solvent" such as TSP to remove built-up grease on walls and ceiling. For the entire house: Preparation shall include filling all holes and patching to match the average finish of the existing wall surface and caulking at base boards and door casing. Apply one(1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss enamel on kitchen walls/ceilings and bathroom walls/ceilings, doors and trim. On all other rooms walls and ceilings apply one(1) coat of acrylic primer/sealer and paint with two (2) coats of flat washable paint.

Note 1: Paint color choice shall be by owner. 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: Inspection of paint preparation area is required prior to application of primer/sealer paint. 24 hours advance notice is required.

**Single Family Residential - | Single Family - | Bathroom - | All Walls - Bathroom**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
12	0130040007	1.00	NO	1.00	-	\$ _____

**Task: Install Vanity w/Sink**

Remove vanity and existing lavatory. Replace with a new vanity of the same dimensions, constructed with solid wood frame on the doors and cabinet face; the box shall be comprised of minimum 1/2" plywood; finish covering must be wood veneer or plastic laminate. Counter top and 4" back splash shall be a minimum of 5/8" plywood with drop in sink or cultured marble with integral bowl cast in the counter top. Install new water supply valves, supply lines, and escutcheons, strainer assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality.

Locations: Bathroom

Owner to have a choice in style and color.

13	0130040014	1.00	NO	1.00	-	\$ _____
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**Task: Install Tub/Shower Combination**

Remove existing tub complete down to bare block or framing. Repair or replace all insect or water damaged framing or furring strips and install new dura rock to code. Install a white "Americast" or equal cast iron tub. Include new faucet/diverter, Moen or equal with anti-scald valve and shower head, spout, pop-up stopper, trap, waste, and overflow. Install (3) three stainless steel covered flange grab bars, one on each side (2) two 18" and (1) one 36" Installed per manufactures specifications. Accessories shall include a ceramic soap dish and towel bar placed in the same setting material used for the ceramic tile. Install new 4"X4"X1/4" ceramic tile with 2"X6" bullnose trim around perimeter, Retile up to 7' in shower surround. Owner is to have choice on style of white or bone color on builders' quality tile.

Location: bathroom

**Note:** Place wood backing to fasten handicap bars prior to hanging cementitious tile backer.

**Attention:** This work will require a framing inspection from the City of Delray Beach Building Department

14	0130060001	1.00	NO	1.00	-	\$ _____
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**Task: Install Hot Water Heater**

Remove existing water heater, electrical pig tail, and water supply valves. Install a new energy efficient 40 gallon water heater, and Drain Pan with dual 250 volt, 2500 watt heating elements, water supply valves, and pressure relief valve with 3/4" copper piped to the exterior or the new drain pan. Sweat solder copper fittings to connect the new water heater. The electrical connection shall be hard wired.

**Single Family Residential - | Single Family - | Whole Unit - Electrical | All Walls - Electrical**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
15	0110040012	4.00	ea	1.00	-	\$ _____

**Task: Carbon Monoxide / Smoke Detector w/ Arc Fault**

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.

16	0110040003	2.00	NO	1.00	-	\$ _____
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**Task: Install Exterior Light Fixtures**

Install new exterior light fixture over front and rear doors.

**Note:** Fixture cost shall not exceed \$50.00

17	0110020007	1.00	NO	1.00	-	\$ _____
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**Task: Repair Electrical Service**

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.

**Job Total Cost: \$ \_\_\_\_\_**



**LEAD TESTING CONSULTANTS**

**Lead Based Paint Inspection Report**

**Year Built 1956**

**Inspection Date: 10/24/2023**

**Property Address: 107 SW 8<sup>th</sup> Court Delray Beach, FL 33444**



<p>Prepared for: Clara Rose</p>	<p>Prepared By: Lead Testing Consultants, Inc. Certification # LBP – 107456-3 2929 Waterford Drive Deerfield Beach, FL 33442</p>
<p>Performed at: 107 SW 8<sup>th</sup> Court Delray Beach, FL 33444</p>	<p>Inspected By: Kimberly Chew Certified Risk Assessor LBP-R-100878-3 Expiration date: February 21, 2026</p>

2929 Waterford Drive N. Deerfield Beach, Florida 33442 Office (954) 298-8243  
 Email – kim@leadtestingconsultants.com Web – www.leadtestingconsultants.com

## Summary

The result of this inspection indicates the presence of components with lead was present at levels equal to or greater than 1.0 mg/cm<sup>2</sup> on building components in this dwelling at 107 SW 8<sup>th</sup> Court Delray Beach, FL.

Lead was located on the following components at the property inspected:

**Exterior – Carport wood walls**

**Exterior – B side wood door**

**Interior – Kitchen wood door**

All other building components tested in this inspection indicate no lead in amounts greater than or equal to 1.0 mg/cm<sup>2</sup> in paint was found using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Revision)*.

However, some painted surfaces may contain levels of lead below 1.0 mg/cm<sup>2</sup>, which could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. Levels of lead-based paint below 1.0 mg/cm<sup>2</sup> are also a concern for employees working under the jurisdiction and authority of the OSHA standards, 29 CFR 1926.62. This report should be kept by the owner and all future owners for the life of the building.

This is a report of a visual survey, and X-Ray Fluorescence (XRF) analysis of the readily accessible areas of this dwelling and tested components. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit and it should be understood that conditions may change due to deterioration or maintenance. The results and material conditions noted within this report were accurate at the time of the inspection and in no way reflect the conditions at the property after the date of the inspection. Ongoing monitoring by the owner is usually necessary. No other environmental concerns were addressed during this inspection.

The inspection of the painted components for the dwelling was performed using a Viken Pb200i Spectrum Analyzer. The data collected is in the section titled XRF Results. Wall "A" in each room is the wall where the front entrance door opening is located (or aligned with street). Going clockwise and facing Wall "A", Wall "B" will always be to your right, Wall "C" directly to the rear and Wall "D" to the left. The calibration of the Viken Pb200i is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument.

Components were tested if coated (painted, stained, shellacked or varnished). Uncoated extruded or anodized metal, stone, glass, plastic, ceramic or uncoated components are not included in Lead-Based Paint inspections. If a component is not addressed in the report, it is because it was not coated as defined by the guidelines governing this inspection. In addition, a surface-by-surface visual inspection of all painted surfaces throughout the entire property was performed in conjunction with the XRF testing to determine which lead-based painted surfaces/components are deteriorated (above the de minimis level).

Installed paneling, vinyl siding or other secondary coverings may conceal painted components which were not accessible during this inspection. Care must be taken not to disturb concealed components unless it is determined that they do not contain lead-based paint.

2929 Waterford Drive N. Deerfield Beach, Florida 33442 Office (954) 298-8243  
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### Performance Characteristic Sheet

**EFFECTIVE DATE:** December 1, 2015

**MANUFACTURER AND MODEL:**

Make: *Heuresis*  
 Models: *Model Pb200i*  
 Source: *<sup>57</sup>Co, 5 mCi (nominal – newsource)*

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Action Level mode

**XRF CALIBRATION CHECK LIMITS**

0.8 to 1.2 mg/cm<sup>2</sup> (inclusive)

**SUBSTRATE CORRECTION:**

Not applicable

**INCONCLUSIVE RANGE OR THRESHOLD:**

ACTION LEVEL MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

**TESTING TIMES:**

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm<sup>2</sup>. The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level		
Reading (mg/cm <sup>2</sup> )	Mean Reading Time (seconds)	Standard Deviation (seconds)
< 0.7	3.48	0.47
0.7	7.29	1.92
0.8	13.95	1.78
0.9 – 1.2	15.25	0.66
1.3 – 1.4	6.08	2.50
> 1.5	3.32	0.05

# United States Environmental Protection Agency

This is to certify that

Lead Testing Consultants, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

## In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires April 12, 2026

LBP-107456-3

Certification #

December 20, 2022

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

2929 Waterford Drive N. Deerfield Beach, Florida 33442 Office (954) 298-8243  
Email – kim@leadtestingconsultants.com Web – www.leadtestingconsultants.com



10-24-23 107 SW 8th Court Delray Beach, FL 33444

24	Exterior		Upper Wall		B	Left	Deteriorated	Concrete	0	mg/cm2	Negative
25	<b>Exterior</b>		<b>Door</b>	<b>Door</b>	<b>B</b>	<b>Left</b>	<b>Deteriorated</b>	<b>Wood</b>	<b>3.1</b>	<b>mg/cm2</b>	<b>Positive</b>
26	Exterior		Door	Jamb	B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
27	Exterior		Soffit		B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
28	Exterior		Rafter Tail		B	Left	Deteriorated	Wood	0	mg/cm2	Negative
29	Exterior		Fascia		B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
30	Exterior		Upper Wall		C	Center	Deteriorated	Concrete	0.3	mg/cm2	Negative
31	Exterior		Door	Jamb	C	Center	Deteriorated	Wood	0.1	mg/cm2	Negative
32	Exterior	Laundry	Upper Wall		C	Center	Deteriorated	Drywall	0	mg/cm2	Negative
33	Exterior		Upper Wall		D	Center	Deteriorated	Concrete	0	mg/cm2	Negative
34	Interior	Living Room	Upper Wall		A	Center	Deteriorated	Plaster	0	mg/cm2	Negative
35	Interior	Living Room	Upper Wall		B	Center	Deteriorated	Plaster	0.2	mg/cm2	Negative
36	Interior	Living Room	Upper Wall		C	Center	Deteriorated	Plaster	0.2	mg/cm2	Negative
37	Interior	Living Room	Upper Wall		D	Center	Deteriorated	Plaster	0	mg/cm2	Negative
38	Interior	Living Room	Ceiling			Center	Deteriorated	Wood	0	mg/cm2	Negative
39	Interior	Living Room	Closet	Door	B	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
40	Interior	Living Room	Closet	Casing	B	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
41	Interior	Living Room	Door	Door	A	Right	Deteriorated	Metal	0.1	mg/cm2	Negative
42	Interior	Living Room	Door	Jamb	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
43	Interior	Living Room	Door	Casing	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
44	Interior	Living Room	Baseboard		A	Center	Deteriorated	Wood	0.1	mg/cm2	Negative
45	Interior	Kitchen	Upper Wall		B	Right	Deteriorated	Plaster	0.4	mg/cm2	Negative
46	Interior	Kitchen	Upper Wall		C	Right	Deteriorated	Plaster	0.4	mg/cm2	Negative
47	Interior	Kitchen	Upper Wall		D	Center	Deteriorated	Plaster	0.4	mg/cm2	Negative
48	Interior	Kitchen	Ceiling				Deteriorated	Wood	0.1	mg/cm2	Negative
49	Interior	Kitchen	Closet	Door	D	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
50	Interior	Kitchen	Closet	Casing	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
51	<b>Interior</b>	<b>Kitchen</b>	<b>Door</b>	<b>Door</b>	<b>B</b>	<b>Right</b>	<b>Deteriorated</b>	<b>Wood</b>	<b>2.6</b>	<b>mg/cm2</b>	<b>Positive</b>
52	Interior	Kitchen	Door	Jamb	B	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
53	Interior	Kitchen	Door	Casing	B	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
54	Interior	Kitchen	Baseboard		B	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
55	Interior	Hallway	Upper Wall		A	Center	Deteriorated	Plaster	0	mg/cm2	Negative

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87	Interior	Bedroom 2	Closet	Casing	A	Right	Deteriorated	Wood	0	mg/cm2	Negative
88	Interior	Bedroom 2	Closet	Shelf Shelf	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
89	Interior	Bedroom 2	Closet	Support	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
90	Interior	Bedroom 2	Door	Door	B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
91	Interior	Bedroom 2	Door	Door	B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
92	Interior	Bedroom 2	Door	Jamb	B	Left	Deteriorated	Wood	0	mg/cm2	Negative
93	Interior	Bedroom 2	Door	Casing	B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
94	Interior	Bedroom 2	Baseboard		B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
95	Interior	Bathroom	Upper Wall		A	Right	Deteriorated	Plaster	0.2	mg/cm2	Negative
96	Interior	Bathroom	Upper Wall		B	Center	Deteriorated	Plaster	0	mg/cm2	Negative
97	Interior	Bathroom	Upper Wall		C	Center	Deteriorated	Plaster	0	mg/cm2	Negative
98	Interior	Bathroom	Upper Wall		D	Center	Deteriorated	Plaster	0	mg/cm2	Negative
99	Interior	Bathroom	Ceiling				Deteriorated	Drywall	0	mg/cm2	Negative
100	Interior	Bathroom	Door	Door	A	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
101	Interior	Bathroom	Door	Jamb	A	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
102	Interior	Bathroom	Door	Casing	A	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
103	Interior	Bathroom	Vanity				Deteriorated	Wood	0.1	mg/cm2	Negative
104	Interior	Bedroom 3	Upper Wall		A	Center	Deteriorated	Plaster	0.3	mg/cm2	Negative
105	Interior	Bedroom 3	Upper Wall		B	Center	Deteriorated	Plaster	0	mg/cm2	Negative
106	Interior	Bedroom 3	Upper Wall		C	Center	Deteriorated	Plaster	0	mg/cm2	Negative
107	Interior	Bedroom 3	Upper Wall		D	Center	Deteriorated	Plaster	0.1	mg/cm2	Negative
108	Interior	Bedroom 3	Ceiling				Deteriorated	Drywall	0.1	mg/cm2	Negative
109	Interior	Bedroom 3	Closet	Door	B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
110	Interior	Bedroom 3	Closet	Casing	B	Left	Deteriorated	Wood	0	mg/cm2	Negative
111	Interior	Bedroom 3	Door	Door	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
112	Interior	Bedroom 3	Door	Jamb	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
113	Interior	Bedroom 3	Door	Casing	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
114	Interior	Bedroom 3	Baseboard		A	Left	Deteriorated	Wood	0	mg/cm2	Negative
115	Calibrate	1mgCm2							1	mg/cm2	
116	Calibrate	1mgCm2							1.1	mg/cm2	
117	Calibrate	1mgCm2							1	mg/cm2	

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**LEAD TESTING CONSULTANTS**

**Lead Based Paint Inspection Report**

**Year Built 1956**

**Inspection Date: 10/24/2023**

**Property Address: 107 SW 8<sup>th</sup> Court Delray Beach, FL 33444**



<p>Prepared for: Clara Rose</p>	<p>Prepared By: Lead Testing Consultants, Inc. Certification # LBP – 107456-3 2929 Waterford Drive Deerfield Beach, FL 33442</p>
<p>Performed at: 107 SW 8<sup>th</sup> Court Delray Beach, FL 33444</p>	<p>Inspected By: Kimberly Chew Certified Risk Assessor LBP-R-100878-3 Expiration date: February 21, 2026</p>

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The data in this report represents the entire scope of services for this inspection. Conclusions drawn or opinions formed by others from this data are their own and shall in no way obligate Lead Testing Consultants or their representatives.

To the best of our knowledge and belief, the data contained herein is true and correct as represented. However, this report should not be considered an undertaking where lead hazards are identified nor should any warranty, or guarantee, of suitability be assumed.

A copy of the inspection must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR Part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers, and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

## Summary

The result of this inspection indicates the presence of components with lead was present at levels equal to or greater than 1.0 mg/cm<sup>2</sup> on building components in this dwelling at 107 SW 8<sup>th</sup> Court Delray Beach, FL.

Lead was located on the following components at the property inspected:

**Exterior – Carport wood walls**

**Exterior – B side wood door**

**Interior – Kitchen wood door**

All other building components tested in this inspection indicate no lead in amounts greater than or equal to 1.0 mg/cm<sup>2</sup> in paint was found using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Revision)*.

However, some painted surfaces may contain levels of lead below 1.0 mg/cm<sup>2</sup>, which could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. Levels of lead-based paint below 1.0 mg/cm<sup>2</sup> are also a concern for employees working under the jurisdiction and authority of the OSHA standards, 29 CFR 1926.62. This report should be kept by the owner and all future owners for the life of the building.

This is a report of a visual survey, and X-Ray Fluorescence (XRF) analysis of the readily accessible areas of this dwelling and tested components. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit and it should be understood that conditions may change due to deterioration or maintenance. The results and material conditions noted within this report were accurate at the time of the inspection and in no way reflect the conditions at the property after the date of the inspection. Ongoing monitoring by the owner is usually necessary. No other environmental concerns were addressed during this inspection.

The inspection of the painted components for the dwelling was performed using a Viken Pb200i Spectrum Analyzer. The data collected is in the section titled XRF Results. Wall “A” in each room is the wall where the front entrance door opening is located (or aligned with street). Going clockwise and facing Wall “A”, Wall “B” will always be to your right, Wall “C” directly to the rear and Wall “D” to the left. The calibration of the Viken Pb200i is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument.

Components were tested if coated (painted, stained, shellacked or varnished). Uncoated extruded or anodized metal, stone, glass, plastic, ceramic or uncoated components are not included in Lead-Based Paint inspections. If a component is not addressed in the report, it is because it was not coated as defined by the guidelines governing this inspection. In addition, a surface-by-surface visual inspection of all painted surfaces throughout the entire property was performed in conjunction with the XRF testing to determine which lead-based painted surfaces/components are deteriorated (above the de minimis level).

Installed paneling, vinyl siding or other secondary coverings may conceal painted components which were not accessible during this inspection. Care must be taken not to disturb concealed components unless it is determined that they do not contain lead-based paint.

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This summary should not be used in lieu of the complete inspection report. It is essential that all portions of this report be read and carefully considered, rather than limiting conclusions to the summary.

## Testing Protocol Used:

### XRF Testing

Portable XRF lead-based paint analyzers are the most common primary analytical method for inspections in housing because of their demonstrated abilities to determine if lead-based paint is present on many surfaces and to measure the paint without destructive sampling or paint removal, as well as their high speed and low cost per sample. Portable XRF instruments expose a building component to X rays or gamma radiation, which causes lead to emit X rays with a characteristic frequency or energy. The intensity of this radiation is measured by the instrument. The inspector must then compare this displayed value (reading) with the inconclusive range or threshold specified in the XRF Performance Characteristic Sheet. Note: the Viken Pb200i does not give inconclusive readings. All readings from the Viken Pb200i XRF device are either positive or negative for lead-based paint. Because the thresholds shown in the Performance Characteristic Sheet (for Action Level Mode) are based on 1.0 mg/cm<sup>2</sup>, positive and negative readings are consistent with the HUD definition of lead-based paint for identification and disclosure purposes.

### Building Components Tested

All room equivalents (e.g. room, house exterior, foyer, etc.) are tested. All testing combinations within each room equivalent are tested. All painted surfaces (surfaces coated with paint, shellac, varnish, stain, paint covered with wallpaper, or any other coating) are tested.

At least one XRF reading on each testing combination in each room equivalent are tested. Four walls, at least one reading on each wall in a room equivalent is tested.

## XRF Instrument Specifications:

Instrument Manufacturer:	Viken Detection Formerly Heuresis
Model:	Pb200i
Serial Number:	2969
Modes of Operation:	Action Level Mode for Calibrations Action Level Mode for Inspection
Radioactive Source:	Cobalt 57
Age of Radioactive Source:	Assayed April 1, 2023
Calibration Standard:	Standard Block of known 1.0 mg/cm <sup>2</sup> lead content.

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### Performance Characteristic Sheet

**EFFECTIVE DATE:** December 1, 2015

**MANUFACTURER AND MODEL:**

Make: *Heuresis*  
 Models: *Model Pb200i*  
 Source: *<sup>57</sup>Co, 5 mCi (nominal – newsource)*

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Action Level mode

**XRF CALIBRATION CHECK LIMITS:**

0.8 to 1.2 mg/cm<sup>2</sup> (inclusive)

**SUBSTRATE CORRECTION:**

Not applicable

**INCONCLUSIVE RANGE OR THRESHOLD:**

ACTION LEVEL MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in November 2015, with two separate instruments running software version 2.1-2 in Action Level test mode. The actual source strength of each instrument on the day of testing was approximately 2.0 mCi; source ages were approximately one year.

### OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

### SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm<sup>2</sup> for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm<sup>2</sup> at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm<sup>2</sup>. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm<sup>2</sup> NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading})/6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

### EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

**TESTING TIMES:**

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm<sup>2</sup>. The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level		
Reading (mg/cm <sup>2</sup> )	Mean Reading Time (seconds)	Standard Deviation (seconds)
< 0.7	3.48	0.47
0.7	7.29	1.92
0.8	13.95	1.78
0.9 – 1.2	15.25	0.66
1.3 – 1.4	6.08	2.50
> 1.5	3.32	0.05

**CLASSIFICATION OF RESULTS:**

XRF results are classified as **positive** if they are **greater than or equal** to the stated threshold for the instrument (1.0 mg/cm<sup>2</sup>), and *negative* if they are *less than* the threshold.

**DOCUMENTATION:**

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

This XRF Performance Characteristic Sheet (PCS) was developed by QuanTech, Inc., under a contract with the XRF manufacturer.



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10-24-23 107 SW 8th Court Delray Beach, FL 33444

**Sequential Report of Lead Paint Inspection**

**Inspection Date: 10/24/2023**  
**Job Started: 10/24/2023 – 09:09**  
**Job Finished: 10/24/2023 – 10:05**

**Clara Rose**  
**107 SW 8<sup>th</sup> Court**  
**Delray Beach, FL 33444**

Reading #	Room	Room Choice	Structure	Member	Wall	Location	Condition	Substrate	Lead	Units	Result
1	Calibrate	1mgCm2							1	mg/cm2	
2	Calibrate	1mgCm2							1	mg/cm2	
3	Calibrate	1mgCm2							1.1	mg/cm2	
4	Exterior		Upper Wall		A	Center	Deteriorated	Concrete	0	mg/cm2	Negative
5	Exterior		Upper Wall		A	Center	Deteriorated	Brick	0	mg/cm2	Negative
6	Exterior		Window	Shutter	A	Center	Deteriorated	Metal	0.2	mg/cm2	Negative
7	Exterior		Column		A	Center	Deteriorated	Brick	0	mg/cm2	Negative
8	Exterior		Floor		A	Center	Deteriorated	Concrete	0.3	mg/cm2	Negative
9	Exterior		Door	Door	A	Center	Deteriorated	Metal	0.1	mg/cm2	Negative
10	Exterior		Door	Jamb	A	Center	Deteriorated	Metal	0.1	mg/cm2	Negative
11	Exterior		Planter		A	Right	Deteriorated	Brick	0.1	mg/cm2	Negative
12	Exterior		Ceiling		A	Center	Deteriorated	Wood	0.3	mg/cm2	Negative
13	Exterior		Tie Beam		A	Center	Deteriorated	Wood	0.6	mg/cm2	Negative
14	Exterior		Soffit		A	Right	Deteriorated	Wood	0.4	mg/cm2	Negative
15	Exterior		Fascia		A	Right	Deteriorated	Wood	0	mg/cm2	Negative
16	Exterior		Drip Edge		A	Right	Deteriorated	Metal	0.1	mg/cm2	Negative
17	Exterior	Carport	Upper Wall		B	Right	Deteriorated	Concrete	0.2	mg/cm2	Negative
18	Exterior	Carport	Door		B	Center	Deteriorated	Metal	0.2	mg/cm2	Negative
19	Exterior	Carport	Door	Jamb	B	Center	Deteriorated	Metal	0.1	mg/cm2	Negative
20	Exterior	Carport	Upper Wall		B	Center	Deteriorated	Wood	1.9	mg/cm2	Positive
21	Exterior	Carport	Column		B	Right	Deteriorated	Brick	0.2	mg/cm2	Negative
22	Exterior	Carport	Ceiling		B		Deteriorated	Wood	0.8	mg/cm2	Negative
23	Exterior	Carport	Floor		B		Deteriorated	Concrete	0.2	mg/cm2	Negative

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24	Exterior		Upper Wall		B	Left	Deteriorated	Concrete	0	mg/cm2	Negative
25	Exterior		Door	Door	B	Left	Deteriorated	Wood	3.1	mg/cm2	Positive
26	Exterior		Door	Jamb	B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
27	Exterior		Soffit		B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
28	Exterior		Rafter Tail		B	Left	Deteriorated	Wood	0	mg/cm2	Negative
29	Exterior		Fascia		B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
30	Exterior		Upper Wall		C	Center	Deteriorated	Concrete	0.3	mg/cm2	Negative
31	Exterior		Door	Jamb	C	Center	Deteriorated	Wood	0.1	mg/cm2	Negative
32	Exterior	Laundry	Upper Wall		C	Center	Deteriorated	Drywall	0	mg/cm2	Negative
33	Exterior		Upper Wall		D	Center	Deteriorated	Concrete	0	mg/cm2	Negative
34	Interior	Living Room	Upper Wall		A	Center	Deteriorated	Plaster	0	mg/cm2	Negative
35	Interior	Living Room	Upper Wall		B	Center	Deteriorated	Plaster	0.2	mg/cm2	Negative
36	Interior	Living Room	Upper Wall		C	Center	Deteriorated	Plaster	0.2	mg/cm2	Negative
37	Interior	Living Room	Upper Wall		D	Center	Deteriorated	Plaster	0	mg/cm2	Negative
38	Interior	Living Room	Ceiling			Center	Deteriorated	Wood	0	mg/cm2	Negative
39	Interior	Living Room	Closet	Door	B	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
40	Interior	Living Room	Closet	Casing	B	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
41	Interior	Living Room	Door	Door	A	Right	Deteriorated	Metal	0.1	mg/cm2	Negative
42	Interior	Living Room	Door	Jamb	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
43	Interior	Living Room	Door	Casing	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
44	Interior	Living Room	Baseboard		A	Center	Deteriorated	Wood	0.1	mg/cm2	Negative
45	Interior	Kitchen	Upper Wall		B	Right	Deteriorated	Plaster	0.4	mg/cm2	Negative
46	Interior	Kitchen	Upper Wall		C	Right	Deteriorated	Plaster	0.4	mg/cm2	Negative
47	Interior	Kitchen	Upper Wall		D	Center	Deteriorated	Plaster	0.4	mg/cm2	Negative
48	Interior	Kitchen	Ceiling				Deteriorated	Wood	0.1	mg/cm2	Negative
49	Interior	Kitchen	Closet	Door	D	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
50	Interior	Kitchen	Closet	Casing	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
51	Interior	Kitchen	Door	Door	B	Right	Deteriorated	Wood	2.6	mg/cm2	Positive
52	Interior	Kitchen	Door	Jamb	B	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
53	Interior	Kitchen	Door	Casing	B	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
54	Interior	Kitchen	Baseboard		B	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
55	Interior	Hallway	Upper Wall		A	Center	Deteriorated	Plaster	0	mg/cm2	Negative

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56	Interior	Hallway	Upper Wall		B	Center	Deteriorated	Plaster	0	mg/cm2	Negative
57	Interior	Hallway	Upper Wall		C	Center	Deteriorated	Plaster	0.1	mg/cm2	Negative
58	Interior	Hallway	Upper Wall		D	Center	Deteriorated	Plaster	0.1	mg/cm2	Negative
59	Interior	Hallway	Ceiling				Deteriorated	Drywall	0.3	mg/cm2	Negative
60	Interior	Hallway	Closet	Door	D	Right	Deteriorated	Wood	0	mg/cm2	Negative
61	Interior	Hallway	Closet	Casing	D	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
62	Interior	Hallway	Door	Door	B	Center	Deteriorated	Wood	0.1	mg/cm2	Negative
63	Interior	Hallway	Door	Jamb	B	Center	Deteriorated	Wood	0.1	mg/cm2	Negative
64	Interior	Hallway	Door	Casing	B	Center	Deteriorated	Wood	0	mg/cm2	Negative
65	Interior	Hallway	Vent		C	Left	Deteriorated	Metal	0.1	mg/cm2	Negative
66	Interior	Hallway	Baseboard		C	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
67	Interior	Bedroom 1	Upper Wall		A	Right	Deteriorated	Plaster	0.3	mg/cm2	Negative
68	Interior	Bedroom 1	Upper Wall		B	Center	Deteriorated	Plaster	0.2	mg/cm2	Negative
69	Interior	Bedroom 1	Upper Wall		C	Center	Deteriorated	Plaster	0.3	mg/cm2	Negative
70	Interior	Bedroom 1	Upper Wall		D	Left	Deteriorated	Plaster	0	mg/cm2	Negative
71	Interior	Bedroom 1	Upper Wall		C	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
72	Interior	Bedroom 1	Ceiling				Deteriorated	Wood	0	mg/cm2	Negative
73	Interior	Bedroom 1	Closet	Door	C	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
74	Interior	Bedroom 1	Closet	Shelf Shelf	C	Right	Deteriorated	Wood	0	mg/cm2	Negative
75	Interior	Bedroom 1	Closet	Support	C	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
76	Interior	Bedroom 1	Closet	Casing	C	Right	Deteriorated	Wood	0.2	mg/cm2	Negative
77	Interior	Bedroom 1	Door	Door	C	Left	Deteriorated	Wood	0	mg/cm2	Negative
78	Interior	Bedroom 1	Door	Jamb	C	Left	Deteriorated	Wood	0	mg/cm2	Negative
79	Interior	Bedroom 1	Door	Casing	C	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
80	Interior	Bedroom 1	Baseboard		B	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
81	Interior	Bedroom 2	Upper Wall		A	Center	Deteriorated	Plaster	0	mg/cm2	Negative
82	Interior	Bedroom 2	Upper Wall		B	Center	Deteriorated	Plaster	0.1	mg/cm2	Negative
83	Interior	Bedroom 2	Upper Wall		C	Right	Deteriorated	Plaster	0.2	mg/cm2	Negative
84	Interior	Bedroom 2	Upper Wall		D	Right	Deteriorated	Plaster	0.4	mg/cm2	Negative
85	Interior	Bedroom 2	Ceiling				Deteriorated	Wood	0.1	mg/cm2	Negative
86	Interior	Bedroom 2	Closet	Door	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative

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87	Interior	Bedroom 2	Closet	Casing	A	Right	Deteriorated	Wood	0	mg/cm2	Negative
88	Interior	Bedroom 2	Closet	Shelf Shelf	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
89	Interior	Bedroom 2	Closet	Support	A	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
90	Interior	Bedroom 2	Door	Door	B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
91	Interior	Bedroom 2	Door	Door	B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
92	Interior	Bedroom 2	Door	Jamb	B	Left	Deteriorated	Wood	0	mg/cm2	Negative
93	Interior	Bedroom 2	Door	Casing	B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
94	Interior	Bedroom 2	Baseboard		B	Left	Deteriorated	Wood	0.2	mg/cm2	Negative
95	Interior	Bathroom	Upper Wall		A	Right	Deteriorated	Plaster	0.2	mg/cm2	Negative
96	Interior	Bathroom	Upper Wall		B	Center	Deteriorated	Plaster	0	mg/cm2	Negative
97	Interior	Bathroom	Upper Wall		C	Center	Deteriorated	Plaster	0	mg/cm2	Negative
98	Interior	Bathroom	Upper Wall		D	Center	Deteriorated	Plaster	0	mg/cm2	Negative
99	Interior	Bathroom	Ceiling				Deteriorated	Drywall	0	mg/cm2	Negative
100	Interior	Bathroom	Door	Door	A	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
101	Interior	Bathroom	Door	Jamb	A	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
102	Interior	Bathroom	Door	Casing	A	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
103	Interior	Bathroom	Vanity				Deteriorated	Wood	0.1	mg/cm2	Negative
104	Interior	Bedroom 3	Upper Wall		A	Center	Deteriorated	Plaster	0.3	mg/cm2	Negative
105	Interior	Bedroom 3	Upper Wall		B	Center	Deteriorated	Plaster	0	mg/cm2	Negative
106	Interior	Bedroom 3	Upper Wall		C	Center	Deteriorated	Plaster	0	mg/cm2	Negative
107	Interior	Bedroom 3	Upper Wall		D	Center	Deteriorated	Plaster	0.1	mg/cm2	Negative
108	Interior	Bedroom 3	Ceiling				Deteriorated	Drywall	0.1	mg/cm2	Negative
109	Interior	Bedroom 3	Closet	Door	B	Left	Deteriorated	Wood	0.1	mg/cm2	Negative
110	Interior	Bedroom 3	Closet	Casing	B	Left	Deteriorated	Wood	0	mg/cm2	Negative
111	Interior	Bedroom 3	Door	Door	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
112	Interior	Bedroom 3	Door	Jamb	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
113	Interior	Bedroom 3	Door	Casing	D	Right	Deteriorated	Wood	0.1	mg/cm2	Negative
114	Interior	Bedroom 3	Baseboard		A	Left	Deteriorated	Wood	0	mg/cm2	Negative
115	Calibrate	1mgCm2							1	mg/cm2	
116	Calibrate	1mgCm2							1.1	mg/cm2	
117	Calibrate	1mgCm2							1	mg/cm2	

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**POSITIVE READINGS**

**Inspection Date 10/24/2023**  
**Job Started: 10/24/2023 09:09**  
**Job Finished: 10/24/2023 10:05**  
**Total Readings 117 Positive readings: 3**

**Clara Rose**  
**107 SW 8<sup>th</sup> Court**  
**Delray Beach, FL 33444**

Reading #	Room	Room Choice	Structure	Member	Wall	Location	Condition	Substrate	Lead	Units	Result
20	Exterior	Carport	Upper Wall		B	Center	Deteriorated	Wood	1.9	mg/cm2	Positive
25	Exterior		Door	Door	B	Left	Deteriorated	Wood	3.1	mg/cm2	Positive
51	Interior	Kitchen	Door	Door	B	Right	Deteriorated	Wood	2.6	mg/cm2	Positive

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The City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

**INVITATION TO BID CONSTRUCTION**

**ITBC NO.: 2024-045**

**Housing Rehabilitation NCS Division Quote No. 21-029**

**DUE DATE AND TIME: August 28, 2024 @ 2:00 P.M (LOCAL TIME)**

**INSTRUCTIONS**

Bids must be received on or before the due date and time (local time). All Bids will be publicly opened at City Hall, unless otherwise specified. The City will only accept electronic bids.

The City will only accept electronic submittals for this Invitation to Bid Construction (ITBC). ITBC's will be accepted through a secure mailbox at Periscope Supplier-to-Government (S2G) ([www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g);) until the Due Date and Time indicated in this ITBC. Periscope S2G does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Bidder to ensure its electronic Bid submission is complete prior to the solicitation Due Date and Time. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this ITBC. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

Bids must contain all information required to be included in the submittal, as described in this Solicitation.

**BROADCAST**

The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) Periscope S2G – [www.Periscope\\_S2G.com](http://www.Periscope_S2G.com); (b) Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>; (c) Request via email [Eddysone@mydelraybeach.com](mailto:Eddysone@mydelraybeach.com).

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City may not evaluate incomplete Bid packages. Periscope S2G is an independent entity and is not an agent or representative of the City.

Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between

information on these websites and the Solicitation documents, the terms and conditions of the documents will prevail.

**CONTACT PERSON**

Any questions regarding the specifications and Solicitation process must be submitted through the “Question” feature on [www.Periscope S2G.com](http://www.Periscope S2G.com). Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **August 23, 2024 , at 5:00 p.m. (LOCAL TIME)**.

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The City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

### LEGAL ADVERTISEMSENT

The City of Delray Beach is seeking Bids from qualified contractors to **Remove the existing carport wood siding, Remove and Replace Kitchen Entry Door Unit, Install mulch, Install Washer Drain Line, Install STC Impact Exterior Door, Install STC Impact Windows, Paint House Complete, Install Interior Door, Prepare Walls and Paint Interior Complete, Install Vanity W/Sink, Install Tub/Shower Combination, Install Hot Water Heater, Carbo Monoxide / Smoke Detector W/Arc Fault, Install Exterior Light Fixtures, Repair Electrical Service** in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid Construction documents are available on the Purchasing and Contract Administration Division's webpage of the City of Delray Beach website at:

<https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>

Documents may also be obtained via Periscope S2G at [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g) (formally known as BidSync), by contacting the City Purchasing and Contract Administration Division at [etiennee@mydelraybeach.com](mailto:etiennee@mydelraybeach.com) or by phone at (561) 243-7442.

Bids will be accepted through a secure mailbox at Periscope S2G until the Deadline for Submission as indicated in this ITBC (<https://www.periscopeholdings.com/S2G>). The Due Date and Time for submission of submittals is **August 28, 2024 @ 2:00 P.M., (LOCAL TIME)**. Late Bids will not be accepted. The City will only accept electronic Bids for this ITBC.

The City will hold a **Non-Mandatory** site visit on **August 13, 2024 @ 10:00 A.M., (LOCAL TIME)** at the address below:

**Address: 107 SW 8<sup>th</sup> Ct. Delray Beach, FL 33444**

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the solicitation package.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax. The City of Delray Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

**CITY OF DELRAY BEACH**

**SECTION 1****SPECIAL TERMS AND CONDITIONS****1.1 PURPOSE**

The purpose of this Solicitation is to receive responses from qualified respondents to **Install Impact Windows, Install Prehung Exterior Impact Door, Install Prehung Exterior Door with Impact Glass, Install Impact Garage Door, and Install Bi-Fold Doors** in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

**1.2 CONTRACT MEASURES AND PREFERENCES**

Intentionally Omitted

**1.3 PRE-BID CONFERENCE AND SITE VISIT**

The City will hold a The City will hold a **Non-Mandatory** site visit on **August 13, 2024 @ 10:00 A.M.**, (LOCAL TIME) at the address below:

**Address: 107 SW 8<sup>th</sup> Ct. Delray Beach, FL 33444**

**1.4 TERM OF CONTRACT**

The Contract shall be a one-time award via purchase order.

**1.5 OPTIONS TO RENEW**

Intentionally Omitted

**1.6 METHOD OF AWARD: LOWEST PRICE**

The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work.

Vendors must bid on ALL line items within all Groups to be considered responsive to the bid requirements. The City's intent is to award this contract by TOTAL PRICE, the sum of all line items within all Groups, to the low responsive, responsible bidder. Bidders must indicate "No Charge" in the "Notes for Buyer" section in Periscope S2G on items that are included at no additional charge by place \$0.00 in the offer field.

**1.7 PRICES SHALL BE FIXED AND FIRM**

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the Work, notwithstanding price adjustments made in accordance with Section 1.8.

**1.8 PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX**

The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

**1.9 EXAMINATION OF BID SPECIFICATION**

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to carefully

examine any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions. *Refer to Section 1.26 and Section 2 Paragraph 2.*

1.10 EQUAL PRODUCTS  
 Intentionally Omitted

1.11 INSURANCE

The awarded bidder shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Manager or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The awarded bidder must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded bidder shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**  
 Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.  
 Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each occurrence, and \$500,000 in the aggregate.
- b. **COMPREHENSIVE GENERAL LIABILITY**  
 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.  
 NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).
- c. **AUTOMOBILE LIABILITY**  
 Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The awarded bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Division located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

1.12 PERFORMANCE BOND  
Intentionally Omitted

1.13 CERTIFICATIONS  
Any Bidder that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's offer; provided, however, that the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the evaluation period.

1.14 BID BOND/GUARANTY  
Intentionally Omitted

1.15 METHOD OF PAYMENT:  
The awarded Bidder shall submit an invoice to the City for progress payments for work that has been completed and has been inspected and accepted by the City. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The city prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

1.16 WARRANTY REQUIREMENTS:  
In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum

period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

1.17 ADDITIONAL FACILITIES OR PRODUCTS

Although this Solicitation and resultant Contract may identify specific facilities or products, it is hereby agreed and understood that any City department or agency facility or related product may be added to this Contract at the option of the City, for similar products or services. The awarded Bidder shall be invited to submit price quotes for these additional facilities or products. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order. The City may determine to obtain price quotes for the additional facilities from non-contract awarded Bidder(s) in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the City's discretion.

1.18 CATALOGS AND PRICE LISTS

Intentionally Omitted

1.19 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of the same in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved.

1.20 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Vendors performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such an effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

1.21 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

1.22 HOURLY RATE

Intentionally Omitted

1.23 MOTOR VEHICLE LICENSE REQUIREMENT

Bidders' employees/staff, authorized/assigned to this project must possess a current valid license issued by the state of Florida Department of Agriculture and Consumer Affairs, and or proof of current licensure shall be submitted with bid.

1.24 PATENTS AND ROYALTIES

Intentionally Omitted

**1.25 RELEASE OF CLAIM REQUIRED**

Pursuant to Section 255.05, Florida Statutes, all payments to the awarded Bidder's subcontractors shall be made within ten (10) days of receipt of the partial payment by the awarded Bidder. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the City's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

**1.26 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of its Bid, the Bidder must identify any subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Bidder fails to identify any subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

**Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.**

**1.27 TRANSFER PROHIBITED**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or of any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation, without prior written consent of the City.

**1.28 OTHER FORMS OR DOCUMENTS**

If the City is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

**1.29 FAILURE TO DELIVER OR COMPLETE WORK**

Should the awarded Bidder fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for paying the awarded Bidder for work which was completed, and items delivered and accepted by the City in accordance with the Contract specifications. The City may, at its option, demand

payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price, which were incurred by the City, as a result of having to secure the services of another vendor.

**1.30 STORAGE OF MATERIALS**

Suitable storage facilities shall be furnished by the awarded Bidder. All materials, supplies and equipment intended for use in the work shall be suitably stored by the awarded Bidder to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. All hazardous materials must be stored in compliance with all pertinent requirements concerning their safe use and storage. The bidder will refuse to accept or sample for testing materials, supplies or equipment that have been improperly stored, as determined by the Bidder. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the City before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

**1.31 CORRECTING DEFECTS**

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

**1.32 PRESERVATION OF PROPERTY**

The awarded Bidder shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the awarded Bidder, it shall be immediately restored to its original condition by the awarded Bidder at no cost to the City. In case of failure on the part of the awarded Bidder to restore such property, or make good such damage for injury, the City may, after 48 hours' notice to the awarded Bidder, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due the awarded Bidder under this contract.

**1.32 OMISSIONS IN SPECIFICATIONS**

The Statement of Work or description of items contained within this Solicitation describes the various work requirements deemed necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the Specifications and/or Statement of Work shall not relieve the awarded Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**1.33 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a

particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense and the Contract cancelled or (2) the City may require the awarded Bidder to replace the materials at the awarded Bidder's expense.

1.34 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder performing under this Contract is required to provide two (2) complete sets of Material Safety Data Sheets to the City for any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a product-by-product basis.

END OF SECTION 1



# NEIGHBORHOOD SERVICES DIVISION INSTRUCTIONS TO BIDDERS



## SECTION 2

### INSTRUCTIONS TO BIDDERS

#### 1. INTERPRETATIONS OR ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Purchasing Division. Interpretations or clarifications considered necessary by the Purchasing Division in response to such questions will be issued by addenda and uploaded to Periscope S2G [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g). Any questions regarding the specifications and solicitation process must be submitted through the "Question" feature on Periscope S2G [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g). All such addenda shall become part of Contract and all Bidders shall be bound by such addenda.

#### 2. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligations under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Delray Beach will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

#### 3. ALTERNATIVE BIDS

**No alternative bids will be considered unless specifically requested by the Purchasing Division.**

#### 4. BIDS

- a. All electronically submitted Bids must be on forms supplied by the City of Delray Beach and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Proposal Work Write-up by the Bidder.
- b. Sealed Electronic Proposals of the Bid shall be submitted at the time and place indicated in the Bid form. Each bid shall be accompanied by all required documents. Bidder assume full responsibility for timely delivery of its Bid, which must be sent electronically on Periscope S2G [www.periscopeholdings.com/s2g](http://www.periscopeholdings.com/s2g).
- c. The City of Delray Beach may consider as irregular any Bid on which there is an alternation of or departure from the Bid Proposal Work Write-up hereto attached and at its option may reject the same.
- d. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.  
**No documentation is required. The City will verify the registration status. Per Section 34 (f)**

**Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.** Purchasing Procedure Manual.

<https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

## **5. COLLUSIVE AGREEMENTS**

Each Contractor accepting a contract through the City of Delray Beach for any portion of the work contemplated by the documents on which bidding is based shall execute an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

## **6. NON-SEGREGATED FACILITIES AGREEMENT**

Each Contractor accepting a contract through the City of Delray Beach shall execute an affidavit in the form herein providing to the effect that he/she will not maintain or provide for segregated facilities.

## **7. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall, upon request of the Neighborhood Services Division, furnish for that purpose (a copy of which is included in the Contract Documents) a statement of the Bidders qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Neighborhood Services Division, a detailed financial statement.

The Neighborhood Services Division shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City of Delray Beach that the Bidder is qualified to carry out properly the terms of the Contract.

## **8. UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawing and Technical Specifications as provided for in Section 109 thereof.

## **9. CORRECTIONS**

Addenda may also be issued to make corrections or modify the Bidding Documents as deemed advisable by the City.

## **10. TIME FOR RECEIVING BIDS**

All bids shall be submitted electronically via **Periscope S2G** ([www.Periscope S2G.com](http://www.Periscope S2G.com))

**11. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the City of Delray Beach Purchasing Division or approved representative will cause to open and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein, Bidders and other persons properly interested may be present, in person or by representative.

**12. WITHDRAWAL OF BIDS**

A Bid shall be irrevocable unless the Bid is withdrawn as provided therein. Only a written letter received by the Purchasing Division prior to the due date for Bids may withdraw a Bid. A Bid may be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on a company letterhead and signed by an authorized agent of the Bidder.

**1. AWARD OF CONTRACT: REJECTION OF BIDS**

- a. The contract will be awarded to the most responsible, responsive Bidder whose evaluation indicates that the award will serve the highest public interest and be in the best interest of the City. The Bidder to whom the award is made will be notified at the earliest possible date. The City of Delray Beach, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City of Delray Beach reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

**GENERAL CONDITIONS****PART I**

## 101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II form a part.
- b. The term "Contractor" means the person, firm or corporation entering into the Contract with the Homeowner to construct and install the Improvements embraced in this Contract.
- c. The term "Engineer" means the City of Delray Beach's Community Improvement Department, serving the Local Public agency with architectural or engineering services, his successor, or any other person or persons employed by said Local Agency for the purpose of directing or having in charge the work embraced in this Contract, the said engineer acting, directly or having in charge the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- d. The term "Local Government" means the City (town, borough, or political subdivision) within which the Project Area is situated.
- e. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation to Bid, Instructions to Bidders, Signed Copy of Bid, General Conditions; Parts I and II, Special Conditions, Technical Specifications and Drawings.
- f. The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- g. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Neighborhood Services Division to prospective Bidders prior to the time of receiving Bids.
- h. The term "Secretary" means the Secretary of Housing and Urban Development, or other persons who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.

## 102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his/her personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Delray

Beach, on the work at all times during working hours with full authority to act for him/her. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his/her work.

- b. The Contractor shall lay out his/her work and he/she shall be responsible for all work executed by him/her under the Contract. He/she shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his/her failure to do so.

103. SUBCONTRACTORS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he/she has submitted a non-collusion affidavit from the subcontractor in substantially the form as shown elsewhere in these Contract Documents and has received written approval of such subcontractor from the City of Delray Beach.
- b. No proposed subcontractor shall be disapproved of by the Neighborhood Services Division except for cause.
- c. The contractor shall be as fully responsible to the Neighborhood Services Division for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the City of Delray Beach.

104. OTHER CONTRACTS

The City of Delray Beach may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his/her own work with that to be performed under other Contracts as may be directly by the City of Delray Beach. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF WORK

- a. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractor or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.
- b. Pre-Construction Conference. At the awarding of the Contract and the issuance of the "Notice to Proceed" order, a pre-construction conference will be held between the Contractor and a

representative of the Neighborhood Services Division, and any other persons designated by the City of Delray Beach to have a material interest in the work. The time and place of this conference will be set by the Neighborhood Services Division. The Contractor shall bring with him to this conference a copy of his proposed work progress schedule for the job.

- c. Notice to Proceed. For Contracts bearing a specified number of calendar days to complete, as stated in the bid form, effective date for starting the work shall be so stated in writing by the "Notice to Proceed" issued by the Neighborhood Services Division. The effective date of the beginning of work stipulated in the "Notice to Proceed" shall be set at a date no later than ten (10) calendar days after the date of execution of the Contract Documents, unless otherwise mutually agreed by the Contractor and the Neighborhood Services Division.

#### 106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor. If such other Contractor or subcontractor shall assert any claim against the City of Delray Beach on account of any damage alleged to have been so sustained, the City of Delray Beach will notify this Contractor who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the City of Delray Beach shall be allowed, the Contractor shall pay or satisfy such judgment or claims and pay all costs and expenses in connection therewith.

#### 107. PAYMENTS TO CONTRACTOR

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

Partial payments of up to 75% of the contract amount with a 10% retention of each draw at the listed percentage work completion of the contract to include only that part of the work completed in accordance with the plans and specifications, may be authorized at the discretion of the Neighborhood Services Division Office, where the contract amount for an individual project exceeds \$7,000.

All material and labor used in basing percentage of work completed must be in place and no payment shall be made for stored material. It is agreed that time is of the essence under this Contract, and in the event that the Contractor shall fail in the full performance of the entire work within the specified time limit, said Contractor shall be liable under the Contract for liquidated damages, a sum of Fifty Dollars (\$50.00) per each consecutive day the Contract remains incomplete beyond the said time limit. The Contractor shall be responsible for all motel and furniture storage bills that are incurred by the Owner during relocation when the time limit is exceeded for completion. In the event of such default by the Contractor, The City of Delray Beach's Neighborhood Services Division shall exercise the right to hold back this sum from compensation otherwise paid to the Contractor for the expressed and sole purpose of authorizing the Neighborhood Services Division to transfer this sum to the appropriate Neighborhood Services Account in order to help defray the necessary increased costs expensed under the Program as a

result of inexcusable delays caused by the Contractor. Excusable delays are outlined in General Conditions.

108. CHANGES IN THE WORK

- a. The Neighborhood Services Division may make changes in the scope of the work required to be performed by the Contractor under the Contract of making the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given by him pursuant to the Contract provisions. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Neighborhood Services Division authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices), the Neighborhood Services Division may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.
- d. If applicable unit prices are NOT contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Neighborhood Services Division shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  - (1) If the proposal is acceptable, The Neighborhood Services Division will prepare the change order in accordance therewith for acceptance by the Contractor and
  - (2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Neighborhood Services Division may order the Contractor to proceed with the work on a cost-plus limited basis. A cost-plus limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
  - (1) A detailed description of the change in the work,
  - (2) The Contractor's proposal (if any) or a conformed thereof,

- (3) A definite statement as to the resulting change in the contract price and/or time, and
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

109. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise, involve extra cost or extension of time, he/she shall within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work, submit his/her protest thereto in writing to the Neighborhood Services Division, stating clearly and in detail the basis of his/her objections. No such claims will be considered unless so made.
- b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and Maps shall at once be reported to the Neighborhood Services Division and work shall not proceed except at the Contractor's risk, until written instructions have been received by him/her from the Neighborhood Services Division.
- c. If, on the basis of the available evidence, the Neighborhood Services Division determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall be as provided in Section 108 thereof.

110. TERMINATION OF DELAYS

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his/her subcontractors, the Owner, with the approval of the City of Delray Beach's Neighborhood Services Division, may serve written notice upon the Contractor of his/her intention to terminate the contract and said notices will contain the reasons for such intention to terminate the contract. The contract shall, upon the expiration of a ten (10) day period, cease and terminate, unless within said ten (10) day period after serving of notice upon the Contractor, such violation or delay shall cease and satisfactory arrangements for correction be made. In the event of any such termination, the Owner may, for the purpose of completing the work, take over the work by entering into a subsequent contract. In this event, the Contractor shall be liable to the Owner, as represented by the Neighborhood Services Division, for any costs in excess of the contract amount stipulated herein or as amended by subsequent change orders, which are incurred in the completion of the defaulted work. The Contractor agrees to relieve this liability by providing an amount equal to the excess costs incurred. Payment shall be made to the City of Delray Beach for the expressed and sole purpose of depositing this amount in the appropriate Neighborhood Services Account as a reimbursement to the Program.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any excusable delays due to the following:

1. Acts of the Government restricting labor, equipment or materials by reason of national emergency.

2. Acts on the part of the Owner or the Neighborhood Services Division.
3. Causes beyond the control and without the fault or negligence of the Contractor including but not restricted to the following: Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. (This does not include stop work orders for code violations.)  
It shall be the responsibility of the Contractor to notify the City of Delray Beach's Neighborhood Services Division in writing of any such delay within ten (10) consecutive days. Upon receipt of such notification the Neighborhood Services Division will evaluate the cause and extent of delay. If upon the basis of the facts and the terms of this agreement, the delay is found properly excusable, the City of Delray Beach's Neighborhood Services Division shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. In the event of Contract termination, the provisions of this Contract pertaining to: Conflict of Interest, Governmental Audit; and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

#### 111. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Neighborhood Services Division, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Neighborhood Services Division. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed services rendered materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

#### 112. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISION under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Neighborhood Services Division for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Neighborhood Services Division of notice thereof.

**If the Contractor does not agree with any decision by the Neighborhood Services Division, he shall in no case allow the dispute to delay the work but shall notify the Neighborhood Services Division promptly that he is proceeding with the work under protest and he may then exempt the matter in question from the final release.**

113. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown in the write-up or shown in the write-up and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between write-up and technical specifications, the write-up shall govern. In case of any discrepancy in write-up or technical specifications, the matter shall be immediately submitted to the Neighborhood Services Division, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

114. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Neighborhood Services Division in duplicate for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. The contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City of Delray Beach not involving a change in Contract price or time, the Neighborhood Services Division may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following:

**The modification shown on the attached drawing is approved in the interest of the City of Delray Beach and the Neighborhood Services Division to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City of Delray Beach under the Contract.**

## 115. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Neighborhood Services Division for any additional information not already in his possession which should be furnished by the Neighborhood Services Division under the terms of this Contract and which he/she will be required in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Neighborhood Services Division may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his/her work or to others arising from his/her failure to comply fully with the provisions of this Section.

## 116. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Neighborhood Services Division shall decide the question of equality.
- b. The Contractor shall furnish to the Neighborhood Services Division for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate the work. (See Section 117 thereof.)
- c. Machinery, mechanical and other equipment, materials, and articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e. The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense and the Contract cancelled or (2) the City may require the awarded Bidder to replace the materials at the awarded Bidder's expense.

- f. The City of Delray Beach may require the Contractor to dismiss from the work such employee or employees as the City of Delray Beach or the Neighborhood Services Division may deem incompetent or careless or insubordinate.

117. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract documents or required by the Neighborhood Services Division, promptly after award of the Contract. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples of certificates have been approved in writing by the Neighborhood Services Division. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate of letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Neighborhood Services Division in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- c. Approval of any materials shall be general only and shall not constitute a waiver of the City of Delray Beach's right to demand full compliance with Contract requirements. After actual deliveries, the Neighborhood Services Division will have such check tests made as it deems necessary in each instance and may reject materials and equipment or accessories which for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the Neighborhood Services Division will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the cost of sampling and testing will be divided as follows:
  - (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Neighborhood Services Division.
  - (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements.
  - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
  - (4) The City of Delray Beach will pay all other expenses.

## 118. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings, Bid Proposal Work Write-up, and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancies to the Neighborhood Services Division. Where the requirements of the Drawings, Bid Proposal Work Write-Up and Technical Specifications fail to comply with such applicable ordinances or codes, the Neighborhood Services Division will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installations is in compliance with the Drawings, Bid Proposal Work Write-Up and Technical Specifications), the Contractor shall remove such work without cost to the City of Delray Beach but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive, if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at his/her expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street paving, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements costs, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body of any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus, excavation material, debris, and rubbish on or off the Project Area and commit not trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

## 119. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of this fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Delray Beach.
- b. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the City of Delray Beach and/or Neighborhood Services Division, is authorized to act at his/her discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Delray Beach. Any compensation claimed by the Contractor on account of such emergency work will be determined by the local Public Agency as provided in Section 109 thereof.

- c. The Contractor shall avoid damage as a result of his/her operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he/she shall at his/her own expense completely repair any damage there to caused by his/her operations.
- d. The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations of other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Delray Beach from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Delray Beach may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 120. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall always exercise proper precaution for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Delray Beach may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City of Delray Beach with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the City of Delray Beach from any claims for damages, resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### 121. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the

sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### 122. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Neighborhood Services Division and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the City of Delray Beach and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### 123. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities debris and unused materials provided for the work and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work is prohibited.

#### 124. INSPECTION

- a. All materials and workmanship shall be subject to inspection examination, or test by the City of Delray Beach at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City of Delray Beach shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Delray Beach may, by Contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Neighborhood Services Division.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 117 hereof.) All tests by the City of Delray Beach will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the Neighborhood Services Division sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Neighborhood Services Division, the Contractor shall uncover

for inspection and recover such facilities all at his own expense, when so requested by the City of Delray Beach.

- d. Should it be considered necessary or advisable by the Neighborhood Services Division at any time before final acceptance of the entire work to make an examination of work already completed by uncovering same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby be granted a suitable extension of time on account of the additional work involved.
- e. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City of Delray Beach or its agents shall relieve the Contractor or his/her sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 125. REVIEW BY THE CITY OF DELRAY BEACH

The City of Delray Beach, its authorized representatives and agents and the Representative for the Secretary, shall, at all time, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor by the City of Delray Beach through its authorized representatives and agents.

#### 126. DEDUCTION FOR UNCORRECTED WORK

If the Neighborhood Services Division deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City of Delray Beach and subject to settlement, in case of dispute, as herein provided.

## 127. INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the City of Delray Beach, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) thereof.
- d. Scope of Insurance and Special Hazards: The Insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
- e. Proof of Carriage of Insurance: The Contractor shall furnish the City of Delray Beach with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Delray Beach."

## 128. PATENTS

The Contractor shall hold and save the City of Delray Beach, its agents, its officers, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any

patented or unpatented invention, process, article, or appliance manufactured in the performance of the Contract, including its use by the City of Delray Beach, unless otherwise specifically stipulated in the Technical Specifications.

#### 129. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her to the City of Delray Beach free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement of appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection of any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City of Delray Beach. The provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

#### 130. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City of Delray Beach of the public shall constitute an acceptance or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of the final acceptance of the work. The City of Delray Beach will give notice of defective materials and work with reasonable promptness.

#### 131. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., The Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part, as amended from time to time, the Contractor agrees that:

(1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) He will include or cause to be included the provisions of paragraph (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

132. EQUAL EMPLOYMENT OPPORTUNITY  
Intentionally Omitted

133. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No Members of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- b. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (a) and (b) in every Subcontract so that such provisions will be binding upon each Subcontract.

134. SECTION 3 CLAUSE

- a. The work to be performed under this Contract is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Project area and Contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this

Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a find that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these requirements.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the Project binding upon the applicant or recipient for such assistance, its successors, and assigns.

Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

**GENERAL CONDITIONS**

***PART II***

201. FEDERAL LABOR-STANDARDS PROVISION

LEFT BLANK ON PURPOSE

**SPECIAL CONDITIONS**

401. PROJECT SITE

The Project Area or Areas consists of the following:

--- See Bid Proposal Work Write-up Sheet ---

402. TIME FOR COMPLETION

- a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City of Delray Beach in the “Notice to Proceed” to the Contractor and shall be fully completed within (60) consecutive calendar days thereafter unless otherwise stated in the bid instructions.

403. COMPENSATION, BASIS FOR PAYMENT, AND LIQUIDATED DAMAGES

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

- a. Partial payments of up to 75% of the contract amount with a 10% retention of each draw at the listed percentage of work completion of the contract to include only that part of the work completed in accordance with the plans and specifications, may be authorized at the discretion of the Neighborhood Services Office, where the contract amount for an individual project exceeds \$7,000.
- b. All materials and labor used in basing percentage of work completed must be in place and no payment shall be made for stored material. It is agreed that time is of the essence under this Contract, and in the event that the Contractor shall fail in the full performance of the entire work within the specified time limit, said Contractor shall be liable under the Contract for liquidated damages, a sum of Fifty Dollars (\$50.00) per each consecutive day the Contract remains incomplete beyond the said time limit. The Contractor shall be responsible for all motel and furniture storage bills that are incurred by the Owner during relocation when the time limit is exceeded for completion. In the event of such default by the Contractor, the City of Delray Beach’s Neighborhood Services Division shall exercise the right to hold back this sum from compensation otherwise paid to the Contractor, for the expressed and sole purpose of authorizing the Neighborhood Services Block Grant Account in order to help defray the necessary increased costs expensed under the Program as a result of inexcusable delays caused by the Contractor. Excusable delays are outlined in General Conditions.

404. SPECIAL HAZARDS

The Contractor’s and his/her subcontractor’s Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

NONE

#### 405. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY AND PROPERTY DAMAGE INSURANCE

As required under Section 127 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$100,000 for injuries, including accidental death, to any one person, and subject to same limit for each person, in an amount not less than \$300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$50,000.

The Contractor shall either (1) require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his/her subcontractors in his/her own policy.

#### 406. RESPONSIBILITIES OF CONTRACTOR

**Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.**

#### 407. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Delray Beach), or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered by fax, in each case address to such office.
- c. All papers required to be delivered to the Neighborhood Services Division shall, unless otherwise specified in writing to the Contractor, be delivered to the Neighborhood Services Division, City of Delray Beach, 100 Northwest 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and any notice to demand upon the Neighborhood Services sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or by fax to said Agency at such address, or to such other representatives of the City of Delray Beach may subsequently specified in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as the time of actual delivery of (in the case of mailing when the same should have been received in due course of post, or by fax, at the time of actual receipt, as the case may be.)

- e. This section does not apply to decision given pursuant to Section 112 (b) of this Contract.

#### 408. JOB OFFICES

- a. The Contractor and subcontractors may maintain adequate facilities on the project area for a job office and storage facility as it is necessary for the proper conduct of the work, but only with prior approval from the City of Delray Beach.
- b. Upon completion of the Improvements, or as directed by the City of Delray Beach, the Contractor shall remove all such temporary structures and facilities from the site, same to become his/her property, and leave the site of the work in the condition required by the Contract.

#### 409. PARTIAL USE OF SITE IMPROVEMENTS

**The City of Delray Beach, at its election may give notice to the Contractor and place in use these sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:**

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his/her liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in Section 130 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### 410. CONTRACT DOCUMENTS AND DRAWINGS

**The City of Delray Beach will furnish the Contractor without charge as many copies of the Contract Documents, including Technical Specifications and Drawings, as deemed necessary to carry out the provisions of the Contract.**

END OF SECTION 2

[The remainder of this page is intentionally left blank]

### SECTION 3 BID FORMS SUBMITTAL

#### 3.1 FORMS

The forms listed below **must** be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- a. Acknowledgement of Addenda
- b. Bid Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Certificate of Non-Segregated Facilities
- i. Section 3 Clause
- j. Anti-Kickback Affidavit
- k. Certificate of Eligibility of General Contractor
- l. Certificate of Eligibility of Sub-Contractors

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**ACKNOWLEDGEMENT OF ADDENDA**

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

**List below the dates of issue for each addendum received in connection with this Solicitation:**

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**BID SUBMITTAL SIGNATURE PAGE**

**This Page and all following pages comprise your original Bid Submittal package.**

**Please also attach any additional information or documentation requested in this Invitation to Bid.**

By signing this Bid the 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.

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

Street Address: \_\_\_\_\_

Mailing Address (if different than Street Address):

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

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

(Signature of authorized agent)

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

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

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**

**BID POLICY STATEMENT**

1. Bidders must be qualified, prior to the awarding of Bid.
2. Upon acceptance to the program, should a new contractor be low bidder, that new contractor is subject to being awarded only one pilot job. This pilot job will end upon final payment of project. After which the contractor shall be awarded no more than three jobs at one given time, as determined by Neighborhood Services staff.
3. **No contractor shall be awarded or have under construction more than three (3) jobs at any one time. Should a contractor have more than three (3) jobs under construction and is the lowest bidder on a new bid, the City will move to the next lowest bidder for award of the bid.**
4. All bids received shall fall within a 10% range of our in-house bid. Neighborhood Services Division reserves the right to award any bid not within the 10% range to the next lowest bidder within the 10% range, after consultation with the low bidder.
5. **Should there be any large difference between any line item on the In-house Estimate and the contractor's bid estimate, the contractor and Neighborhood Services Representative shall meet and make necessary adjustments to insure equitable payments.**

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder’s 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 evaluation team members and other key personnel involved in the award of this contract.

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.

Please check one of the following statements and attach additional documentation if necessary:

- \_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.
- \_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach’ custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall 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 contract term and following completion of the contract If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach’ custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER’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. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK’S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

Acknowledged:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**DRUG-FREE WORKPLACE**

\_\_\_\_\_ is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: \_\_\_\_\_ Title: \_\_\_\_\_

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

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

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this 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. The bidder agrees that (excepts where he has obtained identical certification from proposed sub-contractors for specific time periods) he 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 he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. DATE:  
\_\_\_\_\_,20\_\_\_\_\_

Official Address:

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

\_\_\_\_\_ (Title):\_\_\_\_\_

\_\_\_\_\_ (Zip Code):\_\_\_\_\_

**SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 8. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

---

**Firm Name**

---

**Signature / Date**



**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

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

(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

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

- (2) He/she 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 the contract, 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 contract 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.

\_\_\_\_\_  
Signature

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**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.

---

Firm Name

---

Signature

---

Name and Title {Print or Type}

---

Date

SECTION 4  
**MINIMUM QUALIFICATIONS**

Bidder shall submit information and documentation requested in this Section that confirms it meets the following qualification requirement(s). For the purposes of this ITBC, a responsible Bidder is a Bidder that meets the minimum qualification requirements below.

- i. Bidder is registered with the States of Florida, Division of corporations to do business in Florida. **No documentation is required. The City will verify.**
- ii. Must have been in business for a minimum of five (5) years prior to the Due Date. **Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date.**
- iii. Bidder has a Florida State General Contractor's license or current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing off Contractors in the type of work involved in this project. If Bidder is utilizing a subcontractor to meet this minimum qualification, please disclose the name of the subcontractor and provide proof of current certification. **Provide proof, in the form of a copy of certification(s), that the Bidder meets this qualification.**
- iv. Bidder has submitted pricing utilizing the pricing form contained in this ITBC. **No additional documentation is required. The City will verify from Bidder's Bid.**
- v. Bidder has previously provided acceptable services for the type of work identified in this ITBC. **Submit up to three (3) client references for whom Bidder has provided similar services similar to those specified in this ITBC in the past three (3) years and who are agreeable to respond to a request from the City regarding bidder's experience. Each client reference should include the following:**
  - a. **Organization name:**
  - b. **Contact Name(s):**
  - c. **Contact Email Address:**
  - d. **Address:**
  - e. **Telephone Number:**
  - f. **Dates of Service (start/end):**
  - g. **Type of Work (brief description):**
- vi. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3) (d). **No documentation is required. The City will verify the status.**
- vii. Bidder has no reported conflict of interests in relation to this ITB. **Disclose the name of any officer, director or agent 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 are present, Bidder must submit a statement to that affect.**

- viii. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the status. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

**FY2024 Approved General Contractor List  
 Housing Rehabilitation Program**

Company Name
Horizon General Contracting & Development LLC
CJ Contracting, LLC.
Leonard Graham Inc (LGI)
Dan Enterprises Team LLC.
Grelite Evolution
Project Xanadu
Supreme Builders LLC

**Forms, licenses, and references requested from the documents below are not required ONLY if your company appears on the above approved general contractor's list.**

**This waiver ONLY applies if bidder successfully completed a bid with the City in the last 90 days. The Certificate of Insurance requirement does not apply to this waiver. Bidder MUST submit a Certificate of Insurance for each bid.**

**All personal references, State, County and City licensure attachments are to be updated each year. If all documents are not submitted, then your bid may be deemed unresponsive. Please ensure you are providing all forms that are necessary.**

City of Delray Beach  
ITBC NO. 2024-045  
Housing Rehabilitation NCS Division  
Quote No. 21-029

# CITY OF DELRAY BEACH

## NEIGHBORHOOD SERVICES DIVISION

### CONTRACTOR APPLICATION AND QUALIFICATION SHEET



(PLEASE PRINT CLEARLY)

I have had experience working with government rehabilitation programs:

- New contractor/business
- 1 - 3 yrs.
- 4 - 10 yrs.

#### APPLICANT'S INFORMATION

Contractor Name (Last, First, MI) \_\_\_\_\_

#### BUSINESS INFORMATION

Business Full Name:		
D/B/A (if applicable)		
Address		Suite. #
City	State	Zip Code
Telephone-home:	Office:	
Fax:	Mobile:	
Email address:		

License No.: \_\_\_\_\_ No. of years active: \_\_\_\_\_  
Tax I.D. No.: \_\_\_\_\_ (Attach copies of licensure).

#### ALL PRINCIPLES IN FIRM

Full Legal Name	Address	Phone Number

#### LIST LAST THREE REHABILITATION PROJECTS:

Full Legal Name	Address	Type of Work	Amount

LIST ANY OTHER FEDERALLY FUNDED OR LOCAL GOVERNMENT HOUSING PROGRAMS IN WHICH YOU ARE CURRENTLY OR HAVE PREVIOUSLY PARTICIPATED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Application Rev. 5/2024

**LIST BANK REFERENCES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ I am a Section 3 Business  
\_\_\_\_\_ I am a Minority/Women’s Business Entity

**LIST THREE PERSONAL REFERENCES**

Full Legal Name	Address	Phone Number	Email Address

**INSURANCE CARRIER(S):** \_\_\_\_\_ (Attach copy of certificate(s) of insurance).

Per department policy, all contractors are required to have \$1,000,000 insurance coverage for “Each Occurrence” and “General Aggregate”. The City of Delray Beach should be named as the Certificate holder).

**CERTIFICATION AND WAIVER OF PRIVACY:**

The contractor(s) certify that all information in this application, and all information furnished in support of this application, is given for the purpose participating in the Affordable Housing Grant Rehabilitation Programs under the City of Delray Beach, and is true and complete to the best of the contractor(s) knowledge and belief.

The contractor(s) understand that Florida Statute 817 provides that willful false statements or misrepresentation concerning income; asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083. I/we further understand that any willful misstatement of information will be grounds for disqualification. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for program assistance. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this application

I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record. I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the City of Delray Beach Affordable Housing Program, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this application.

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

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR**

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

\_\_\_\_\_  
**SIGNATURE OF CONTRACTOR**

**RETURN TO:**

**CITY OF DELRAY BEACH NEIGHBORHOOD  
SERVICES DIVISION 100 NORTHWEST 1<sup>ST</sup>  
AVENUE DELRAY BEACH, FLORIDA 33444**

**Office: (561) 243-7280 Fax: (561) 243-7221**

**Required Vendor Documents: W-9/Vendor List Application (Upon approval, you will have to complete the City’s vendor application).**

Contractor Application Rev. 5/2024

2



**City of Delray Beach**

**Neighborhood Services Division**

**SECTION 3**  
**CONTRACTOR SELF-CERTIFICATION**

**FISCAL YEAR 2023-2024**  
**(10/1/23 to 9/30/24)**

---

**CONTRACTOR INFORMATION**

Name and Address	
------------------------	--

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**SECTION 3 BUSINESS CONCERN STATUS**

The Section 3 Business Concern status of the above-named contractor is:

- The contractor is 51%, or more, owned by an individual or individuals who:
  - reside in public housing, or
  - reside in City of Delray Beach CDBG target area and whose household income, by household size, is at or below the income limits shown on the attached chart.
  
- At least 30% of the contractor’s permanent full-time employees are individuals who within three years of the date of first employment were, or who currently are:
  - residing in public housing, or
  - residing in City of Delray Beach CDBG target area and whose household income, by household size, is at or below the income limits shown on the attached chart.
  
- The Contractor commits to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet the qualifications set forth in either of the above two paragraphs. The Contractor provides the attached evidence of such commitment.

Note: Contractors who meet one of the above qualifications are regarded as Section 3 Business Concerns for the purpose of this self-certification.

- The Contractor does not meet any of the above qualifications, and the Contractor is not a Section 3 Business Concern.

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## **CONTRACTOR’S SELF-CERTIFICATION**

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The undersigned Contractor hereby certifies that the Contractor

- IS a Section 3 Business Concern
- IS NOT a Section 3 Business Concern.

The Contractor, if certifying to be a Section 3 Business Concern, further certifies that the Contractor shall submit, if requested by the City of Delray Beach Neighborhood Services Division or the U. S. Department of Housing and Urban Development, evidence of the qualifications meeting the Section 3 Business Concern indicted above by the Contractor.

The Contractor also certifies that the Contractor shall comply with the Section 3 requirements regardless of whether the contractor qualifies as a Section 3 Business Concern or not, and understands that non-compliance may result in sanctions, termination of contracts for default, and debarment or suspension from federally funded contracts.

Name of individual or company officer: \_\_\_\_\_

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



**City of Delray Beach**

**Neighborhood Services Division**

**SECTION 3  
PALM BEACH COUNTY INCOME LIMITS  
FOR  
WEST PALM BEACH - BOCA RATON  
METROPOLITAN STATISTICAL AREA  
AS OF April 1, 2024**

NUMBER OF PERSONS IN HOUSEHOLD	INCOME LIMIT AT 80% OF MEDIAN INCOME
1	\$60,000
2	\$68,550
3	\$77,100
4	\$85,650
5	\$92,550
6	\$99,400
7	\$106,250
8	\$113,100
9	\$119,952
10	\$126,806



**CITY OF DELRAY BEACH**  
**NEIGHBORHOOD SERVICES DIVISION**  
**HOUSING REHABILITATION PROGRAM**  
**CONTRACTOR'S QUALIFICATION SHEET**

**ANNUAL LICENSURE UPDATE**

PLEASE COMPLETE AND RETURN WITH ALL REQUIRED DOCUMENTS TO INSURE YOUR CONTINUED PARTICIPATION AS A HOUSING REHABILITATION CONTRACTOR.

NOTE: ALL LICENSURE WILL NEED TO BE UPDATED AS REQUIRED.

**If your company fails to turn in the requested information before this date your company will be required to reapply for participation in the Neighborhood Services Division as an active Contractor. Please contact staff for more information.**

Information Unchanged

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

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: *please print* \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

OFFICE PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

HOME PHONE NO: \_\_\_\_\_ MOBILE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ANNUAL VERIFICATION OF THE FOLLOWING INFORMATION MUST BE PROVIDED:

- THIS COMPLETED FORM (If applicable)
- COPY OF LICENSURE FROM THE COUNTY & STATE
- COPY OF OCCUPATIONAL LICENSE WITH DELRAY BEACH
- COPY OF CERTIFICATE OF LIABILITY INSURANCE COVERAGE
- UPDATED SECTION 3 FORM (If you haven't filled it out in the last (3) three years)
- COPY OF CURRENT LEAD "RRP" CERTIFICATION

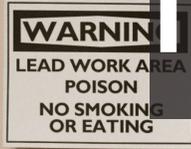
City of Delray Beach  
ITBC NO. 2024-045  
Housing Rehabilitation NCS Division  
Quote No. 21-029

Mail back to: Neighborhood Services Division  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

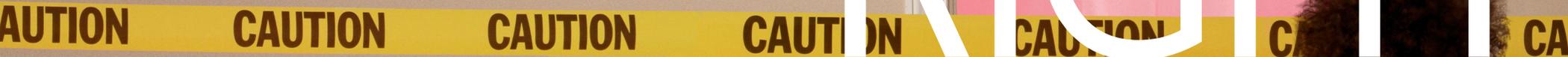
It is the contractors' responsibilities to confirm that all needed documents have arrived at our office before the deadline. If you have any questions, please call the office at (561) 243-7280.

Revised 7/2021

# THE LEAD-SAFE CERTIFIED GUIDE TO RENOVAT



# RIGHT



## IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy

## WHO SHOULD READ THIS PAMPHLET?

### This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten **classrooms, built before 1978, or**
- Have a child under six years of age who attends a child care facility built before 1978.

### You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school **should consider.**
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

### This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the



National Lead Information Center at 1-800-424-LEAD (5323) and ask for more information on how to work safely

**in a home with lead-based paint.**

- Contractor education. Contractors who want information about working safely with lead should contact

**the National Lead Information Center at 1-800-424-LEAD (5323)**

**for information about courses and resources on lead-safe work practices.**

to protect you and your family.

---

## RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

---

### The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet

## LEAD AND YOUR HEALTH

### Lead is especially dangerous to children under six years of age.

Lead can affect children’s brains and developing nervous systems, causing:

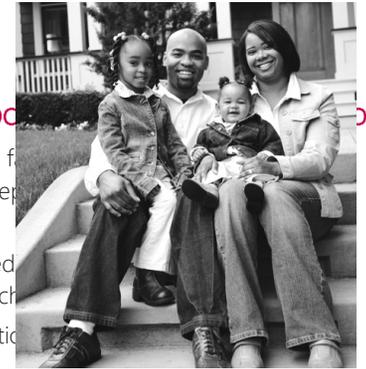
- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.

- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



### What should I do if I am concerned about lead?

- A blood test is the only way to find out if you or a family member has lead poisoning. Call your doctor or local health department for a blood test.
- Call your local health department for advice on reducing exposures to lead inside and outside your home, child care center, or workplace.
- Always use lead-safe work practices when renovating painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at [epa.gov/lead/pubs/leadinfo](https://www.epa.gov/lead/pubs/leadinfo) or call 1-800-424-LEAD (5323).

### There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children’s hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA’s dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.



### Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.

## WHERE DOES THE LEAD COME FROM?

### Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

### Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

### Proper work practices protect you from the dust.

The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

# CHECKING YOUR HOME FOR LEAD-BASED PAINT

## Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government- assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

## You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure

**Percentage of Homes Likely to Contain Lead**  
during the renovation, repair, or painting job.



You can hire a certified professional to check for lead-based paint. These professionals, called risk assessors or inspectors, can determine if your home has lead or lead hazards. A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.

- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

## FOR PROPERTY OWNERS

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You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe) or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas.

Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.

- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

# FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).





## PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

### You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.

- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.

## DURING THE WORK

Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:
  - Cover the floors and any furniture that cannot be moved.
  - Seal off doors and heating and cooling system vents.
  - For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. Avoid renovation methods that generate large amounts of lead-

**contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.

There is no way to eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:
  - Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
  - Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.



## FOR PROPERTY OWNERS: AFTER THE WORK IS DONE FOR ADDITIONAL INFORMATION

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

### EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

### Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at [epa.gov/lead/pubs/locate](https://www.epa.gov/lead/pubs/locate) or contact the National Lead Information Center at 1-800-424-LEAD (5323).
- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required

based on the results of the test.

- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.

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You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

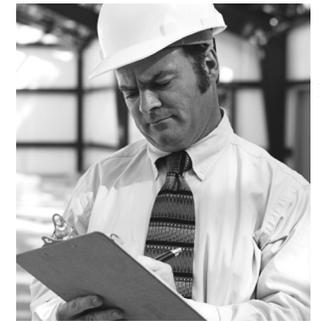
The National Lead Information Center at 1-800-424-LEAD (5323) or [epa.gov/lead/nlic](http://epa.gov/lead/nlic) can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at [epa.gov/lead/pubs/brochure](http://epa.gov/lead/pubs/brochure)

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.



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## EPA CONTACTS

### EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at [epa.gov/lead](https://www.epa.gov/lead).

#### Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100  
One Congress Street  
Boston, MA 02114-2023  
(888) 372-7341

#### Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands) Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

#### Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia) Regional Lead Contact  
U.S. EPA  
Region 3  
1650 Arch Street  
Philadelphia, PA 19103-2029  
(215) 814-5000

#### Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee) Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303-8960  
(404) 562-9900

#### Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) Regional Lead Contact  
U.S. EPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507  
(312) 886-6003

#### Region 6

## OTHER FEDERAL AGENCIES

### CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas) Regional Lead Contact  
U.S. EPA Region 6 1445 Ross Avenue,  
12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

### HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In

#### Region 7

(Iowa, Kansas, Missouri, Nebraska) Regional Lead Contact  
U.S. EPA Region 7 901 N. 5th Street  
Kansas City, KS 66101 (913) 551-7003

#### Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) Regional Lead Contact  
U.S. EPA Region 8 1595 Wynkoop Street  
Denver, CO 80202  
(303) 312-6312

#### Region 9

(Arizona, California, Hawaii, Nevada) Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street San Francisco, CA 94105  
(415) 947-8021

**Region 10**  
(Alaska, Idaho,  
Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1200

increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC  
4330 East West  
Highway  
Bethesda, MD  
20814  
Hotline 1-(800) 638-2772  
[cpsc.gov](http://cpsc.gov)

**CDC Childhood Lead Poisoning Prevention Branch**

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning

Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch  
4770 Buford Highway, MS F-40  
Atlanta, GA 30341  
(770) 488-3300  
[cdc.gov/nceh/lead](http://cdc.gov/nceh/lead)

addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD’s lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
HUD’s Lead Regulations Hotline  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

## SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

### Occupant Confirmation

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

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Printed Name of Owner-occupant

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Signature of Owner-occupant

Signature Date

### Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

**D Declined** — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

**D Unavailable for signature** — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).



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Printed Name of Person Certifying Delivery    Attempted Delivery Date

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Signature of Person Certifying Lead Pamphlet Delivery

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Unit Address

**Note Regarding Mailing Option** — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.





United States  
Department of Housing  
and Urban  
Development

March 2021

## **Are You Planning to Buy or Rent a Home Built Before 1978?**

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### **Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### **Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### **If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

City of Delray Beach  
ITBC NO. 2024-045  
Housing Rehabilitation NCS Division  
Quote No. 21-029



## ***Simple Steps to Protect Your Family from Lead Hazards***

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.

- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil of shoes before entering your house.

1

## ***Lead Gets into the Body in Many Ways***

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**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or

during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

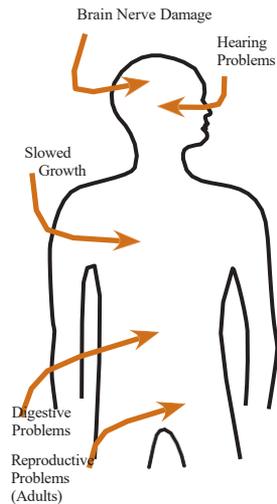
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including

seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus

- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

3

## ***Check Your Family for Lead***

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**



## ***Where Lead-Based Paint Is Found***

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally- owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with

lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

5

## ***Identifying Lead-Based Paint and Lead-Based Paint Hazards***

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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## *Checking Your Home for Lead, continued*

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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**<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.**

## ***What You Can Do Now to Protect Your Family***

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean foors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state- approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead- contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state- certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.

- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## ***Reducing Lead Hazards, continued***

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.



## Renovating, Repairing or Painting a Home with Lead-Based Paint

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If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F

- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## **Other Sources of Lead**

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### **Lead in Drinking Water**

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### **Important Steps You Can Take to Reduce Lead in Drinking Water**

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have

other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

**\* Hearing- or speech-challenged individuals may access this number through TTY 13 by calling the Federal Relay Service at 1-800-877-8339.**

## ***Other Sources of Lead, continued***

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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**<sup>4</sup> In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products.**

## ***For More Information***

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](https://epa.gov/lead) and [hud.gov/lead](https://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](https://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](https://cpsc.gov) or [saferproducts.gov](https://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](https://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.



## ***U. S. Environmental Protection Agency (EPA) Regional Ofces***

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The mission of EPA is to protect human health and the environment. Your Regional EPA Ofce can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Ofce Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region  
3 1650 Arch  
Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

City of Delray Beach  
ITBC NO. 2024-045  
Housing Rehabilitation NCS Division  
Quote No. 21-029

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri,

Nebraska) Regional Lead Contact  
U.S. EPA  
Region 7  
11201 Renner  
Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact

U.S. EPA Region  
8 1595 Wynkoop  
St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA  
94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## ***Consumer Product Safety Commission (CPSC)***

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**The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.**

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772

[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

## ***U. S. Department of Housing and Urban Development (HUD)***

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**HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Ofce of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.**

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000

(202) 402-7698

[hud.gov/lead](https://www.hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## **IMPORTANT!**

### ***Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly***

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

SECTION 5  
**CONDITIONS OF PURCHASE**

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and shall procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within

- sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.
5. COMPLIANCE WITH LAWS: Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
  6. CONTROLLING LAW: This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida, and the venue shall be in Palm Beach County, Florida.
  7. GENERAL: All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, shall be null and void.
  8. ALLOCATION OF RISK: This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.
  9. COURSE OF PERFORMANCE: The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision. any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
  10. PAST PRACTICES: The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
  11. REPAIRS - NON-ACCEPTANCE: If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
  12. PLACE OF DELIVERY: The goods shall be delivered to the City of Delray Beach, Florida, at address as stated on front.
  13. INSPECTION GOODS: The Buyer shall have the right to inspect all goods before accepting delivery or making payment, therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
  14. NOTICE OF DEFECTS: It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by

Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and, provided further, that this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.

15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

## SECTION 6 GENERAL TERMS AND CONDITIONS

### 6.1 DEFINITIONS

- a. Bid: any offer(s) submitted in response to an Invitation to Bid.
- b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.
- c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.
- d. Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
- g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.
- h. Invitation to Bid: formal request for Bids from qualified Bidders.
- i. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.
- j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

### 6.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.

### 6.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### 6.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

### 6.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

- 6.6 WITHDRAWAL OF BID  
A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- 6.7 CONFLICTS WITHIN THE BID SOLICITATION  
Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- 6.8 PROMPT PAYMENT TERMS  
It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.
- 6.9 DISCOUNTS (PROMPT PAYMENTS)  
The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.
- 6.10 PREPARATION OF BIDS
- a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
  - b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
  - c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
  - d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
  - e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
  - f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.
- 6.11 CANCELLATION OF BID SOLICITATION  
The City of Delray Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.
- 6.12 AWARD OF CONTRACT
- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and

- to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
  - c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
  - d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
  - e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
  - f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
  - g. The Purchasing and Contracts Director will decide all tie Bids.
  - h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
  - i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

#### 6.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

#### 6.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

#### 6.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

#### 6.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

#### 6.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the awarded Bidder, continue until completion at the same prices, terms, and conditions.

#### 6.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday

through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Periscope S2G. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure  
 Purchasing Procedure Manual  
<https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

#### 6.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

#### 6.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

#### 6.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the awarded Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

#### 6.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

#### 6.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

#### 6.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

#### 6.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of

actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

6.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

6.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

6.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

6.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the awarded Bidder. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

6.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or

indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

6.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

6.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

6.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

6.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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- 6.36 **ADDITIONAL FEES AND SURCHARGES**  
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.
- 6.37 **COMPLIANCE WITH FEDERAL STANDARDS**  
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
- 6.38 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**  
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-7411.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.
- 6.39 **BINDING EFFECT**  
All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- 6.40 **SEVERABILITY**  
In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.
- 6.41 **GOVERNING LAW AND VENUE**  
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
- 6.42 **ATTORNEY'S FEES**  
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 6.43 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**  
The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.  
  
During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.  
The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.
- 6.44 **AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**  
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

- 6.45 **CRIMINAL HISTORY BACKGROUND CHECKS**  
Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.
- 6.46 **LABOR, MATERIALS, AND EQUIPMENT**  
Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.
- 6.47 **MINIMUM WAGE REQUIREMENTS**  
The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.
- 6.48 **PACKING SLIP AND DELIVERY TICKET**  
A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.
- 6.49 **PURCHASE OF OTHER ITEMS**  
The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.
- 6.50 **PUBLIC RECORDS**  
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 811.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.
- 6.51 **CONFLICTS OF INTEREST**  
All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.
- 6.52 **PUBLIC ENTITY CRIMES**  
As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or

services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

6.53 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

6.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

6.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor.

6.56 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

6.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

6.58 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

6.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

6.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace,

and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

6.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

6.62 BIDDER'S COSTS

The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

6.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

6.64 FORCE MAJEURE

The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

6.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Delray Beach.

6.66 POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool

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category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

6.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

6.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

END OF SECTION 6

## Question and Answers for Bid #ITBC 2024-045 - Housing Rehabilitation NCS Division Quote #21-029

### Overall Bid Questions

#### Question 1

what is the estimate budget on this project? (Submitted: Aug 12, 2024 6:54:03 PM EDT)

#### Answer

- For this project program maximum is \$85,000. (Answered: Aug 13, 2024 2:11:10 PM EDT)

#### Question 2

How many homes are anticipated to be part of the rehabilitation? (Submitted: Aug 12, 2024 6:54:35 PM EDT)

#### Answer

- This project is for one (1) single family home. (Answered: Aug 13, 2024 2:11:10 PM EDT)

#### Question 3

Always a pleasure to greet you, for item 9 of the bid Task: Paint House Complete the amount of square feet indicates 10 in the bidding form. What do we do in this case we modify our unit value so that the bid gives the result? Thank you, Regards (Submitted: Aug 15, 2024 5:56:23 PM EDT)

#### Answer

- We are requesting the price for 10 square feet (Answered: Aug 21, 2024 8:09:41 AM EDT)

# Exhibit "B"

## Dan Enterprises Team, LLC

**Bid Contact** **Teddy Castellanos**  
**sales1@danenterprisesteam.com**  
**Ph 786-617-7455**

**Address** **18501 Pain Boulevard, 357**  
**19081 NW 78TH AVE HIALEAH 33015-1900**  
**Pembroke Pines, FL 33029**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITBC 2024-045--01-01	Remove the existing carport wood siding	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> For this process I have the windows at my immediate disposal, we can execute very quickly	<b>First Offer - \$11.40</b>	392 / square foot	<b>\$4,468.80</b> <b>Y</b>
ITBC 2024-045--01-02	Remove and Replace Kitchen Entry Door Unit	<b>Supplier Product Code:</b>	<b>First Offer - \$2,180.00</b>	1 / each	<b>\$2,180.00</b>
ITBC 2024-045--01-03	Install Mulch	<b>Supplier Product Code:</b>	<b>First Offer - \$7.95</b>	185 / square foot	<b>\$1,470.75</b>
ITBC 2024-045--01-04	Install Hurricane Clips	<b>Supplier Product Code:</b>	<b>First Offer - \$2,971.71</b>	1 / lump sum	<b>\$2,971.71</b>
ITBC 2024-045--01-05	Tear Off Existing Roof and Install New	<b>Supplier Product Code:</b>	<b>First Offer - \$10.46</b>	1762 / square foot	<b>\$18,430.52</b>
ITBC 2024-045--01-06	Install Washer Drain Line	<b>Supplier Product Code:</b>	<b>First Offer - \$109.99</b>	50 / linear foot	<b>\$5,499.50</b>
ITBC 2024-045--01-07	Install STC Impact Exterior Door	<b>Supplier Product Code:</b>	<b>First Offer - \$1,657.23</b>	3 / each	<b>\$4,971.69</b>
ITBC 2024-045--01-08	Install STC Impact Windows	<b>Supplier Product Code:</b>	<b>First Offer - \$1,162.39</b>	13 / each	<b>\$15,111.07</b>

ITBC 2024-045--01-09	Paint House Complete	<b>Supplier Product Code:</b>	<b>First Offer - \$3.80</b>	10 / square foot	<b>\$38.00</b>
ITBC 2024-045--01-10	Install Interior Door	<b>Supplier Product Code:</b>	<b>First Offer - \$635.50</b>	4 / each	<b>\$2,542.00</b>
ITBC 2024-045--01-11	Prepare Walls and Paint Interior Complete	<b>Supplier Product Code:</b>	<b>First Offer - \$4.66</b>	2165 / square foot	<b>\$10,088.90</b>
ITBC 2024-045--01-12	Install Vanity w/Sink	<b>Supplier Product Code:</b>	<b>First Offer - \$785.71</b>	1 / each	<b>\$785.71</b>
ITBC 2024-045--01-13	Install Tub/Shower Combination	<b>Supplier Product Code:</b>	<b>First Offer - \$9,971.71</b>	1 / each	<b>\$9,971.71</b>
ITBC 2024-045--01-14	Install Hot Water Heater	<b>Supplier Product Code:</b>	<b>First Offer - \$3,571.71</b>	1 / each	<b>\$3,571.71</b>
ITBC 2024-045--01-15	Carbon Monoxide / Smoke Detector w/ Arc Fault	<b>Supplier Product Code:</b>	<b>First Offer - \$329.16</b>	4 / each	<b>\$1,316.64</b>
ITBC 2024-045--01-16	Install Exterior Light Fixtures	<b>Supplier Product Code:</b>	<b>First Offer - \$125.00</b>	2 / each	<b>\$250.00</b>
ITBC 2024-045--01-17	Repair Electrical Service	<b>Supplier Product Code:</b>	<b>First Offer - \$3,336.36</b>	1 / lump sum	<b>\$3,336.36</b>
<b>Bid Allowance</b>			\$3,000.00		
					<b>Supplier Total \$87,005.07</b>

**Dan Enterprises Team, LLC**

Item: **Remove the existing carport wood siding**

**Attachments**

Case 21 029 Delray Beach Dan Enterprises Team LLC.pdf



City of Delray Beach

Neighborhood Services Division

100 N. W. 1st Avenue

Delray Beach, Florida 33444

Phone: 561-243-7280

**RehabSpec Work Write-up**

Case#: 21-029

Job Total: \$ 86,823.85

Property Information

107 SW 8th CT

Delray Beach  
Florida

Owner Information

Clara Rose

Delray Beach  
Florida 33444

Bid Closing Date: 08/28/2024

Bid Opening Date: 08/28/2024

Contractor Information

Name: Dan Enterprises Team, LLC

Address: 18501 Pines Blvd Suite 357

Voice: (305) 343 57 55 (954) 536 54 29

Fax:

Email: sales1@danenterprisesteam.com

📞 (561) 215-4584





**Single Family Residential - | Single Family - | Whole Unit - Lead | All Walls - Lead**

S.No	Workitem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
1	0321070116	392.00	sq ft	1.00		\$ 4,471.00

**Task: Remove the existing carport wood siding**

Remove all exterior T-111 wood siding located in the carport area.

Location: Carport

Note: All lead based paint contaminated debris and paint chips and dust associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

Note: Neighborhood Services will pay for (1) clearance. All repeated clearance inspections will be charged to the Contractor at the rate of \$200.00 each.

\*\*\*\*\*  
**IMPORTANT:** The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD 24 CFR Part 35, EPA 40 CFR Part 745, and OSHA 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.  
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2	0321030101	1.00	ea	1.00	-	\$ 2,180.00
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**Task: Remove and Replace Kitchen Entry Door Unit**

Per HUD Lead Safe Housing requirements, remove the existing entrance door, jamb, trim and threshold and dispose of all debris. Provide and install primed, prehung steel insulated raised panel exterior 1-3/4" entry door with trim. Include keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Include any repair to interior walls to bring to original condition. Clean the areas per HUD three step process for final clearance compliance.

Owner may paint the primed door a color of their choosing after construction and clearance is complete.

\*\*\* Doors must be impact rated and all warranty paperwork to be given to the owner upon completion\*\*\*

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements.  
 Please refer to the Lead Inspection report for further information on lead based paint test results and location.

Location(s): See Lead Based Paint Report

Note: All lead based paint contaminated debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

Note: Neighborhood Services will pay for (1) clearance. All repeated clearance inspections will be charged to the Contractor at the rate of \$295.00 each.

\*\*\*\*\*  
**IMPORTANT:** The above work must be performed by a firm/individuals who hold a valid EPA certificate obtained according to 40 CFR Part 745. Work must at minimum comply with HUD 24 CFR Part 35, EPA 40 CFR Part 745, and OSHA 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.  
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3	0329993331	185.00	sqft	1.00	-	\$ 1,471.00
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**Task: Install Mulch**

Rake the soil and remove paint debris and paint chips. Place non-eroding mulch 4" deep. Raking and mulch coverage shall be on top of the exterior wall and extend outward away from the walk for a distance of four (4) to five (5) feet.

Location: around the entire perimeter of structure.

**Note:** All paint chip debris associated with this item must be removed from the site prior to the general contractor requesting the LBP clearance test.

**Notes:** Neighborhood Services will pay for (1) clearance. All repeated clearance inspections will be charged to the Contractor at the rate of \$295.00 each.

**IMPORTANT:** The above work must be performed by a firm individual who hold a valid EPA certificate obtained according to 40 CFR Part 145. Work must at minimum comply with HED 24 CFR Part 38, EPA 40 CFR Part 145, and OSHA 29 CFR Part 1926. Clearance examination (clearance testing) is required in connection with this work.

**Single Family Residential - | Single Family - | Whole Unit - Roof | Roof -**

S.No	Workitem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
4	0070030019	1.00	All	1.00	-	\$2,971.71

**Task: Install Hurricane Clips**

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 2023 Florida Building Code 8th edition and install secondary water barrier and cover with new felt, felt 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.

5	0070010001	1762.00	SF	1.00	-	\$18,445.71
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**Task: Tear Off Existing Roof and Install New**

Remove entire sloped roof covering. Replace damaged sheathing, replace / repair damaged rafters, and related roof components. All fascia, soffit repair/replacement is included in line item cost. Replace defective or damaged soffit venting screening to match existing as needed. **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	< 137.50
Square foot of planking above the covered 160 sq ft	4,050.00
Linear foot of rafter/trusses top chords above the covered 48 lf	< 10.50

**Plywood sheathing joints shall be covered with a 4" x 6" self-adhering birch, 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/rafter shall be brought up to meet the 2023 Florida Building Code 8th edition. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required rafter/shank/nails.

Install two (2) layers of ASTM 30 lb felt paper. Then install 40 year rated quality or equal laminated (dimensional) shingle self-sealing, fungus resistant fiberglass shingles to meet the 2023 Florida Building Code 8th edition. Install new ridge vent per shingle manufacturer's specifications over all roof edge. New 3" x 1" metal drip edge (see note below) and the lining 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 Division.

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

**Note 2:** 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-structure. **No fasteners shall penetrate into the fascia or 1 1/2" wood drip edge nailer.**

**Note 3:** This item will have a mandatory inspection with the rehabilitation inspector.

**Note 4:** Owner shall have a box of shingle color.

**Note 5:** One 36" layer of self-adhering modified underlayment shall be placed above flashing at all valleys.

**Note 6:** Replace deteriorated fascia and soffit. A minimum of 10' x 10' must be maintained between joints on corners. Fill all nail holes in all affected wood (seal with

caulking the seams of joints of wood where they meet the soffit and prepare for paint 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. Replace deteriorated soffit and venting to match existing as needed.

**Single Family Residential - | Single Family - | Sidewalls - | Walls -**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
6	0130620004	50.00	LF	1.00	-	\$ 5,499.71

**Task: Install Washer Drain Line**

Excavate and place new waste line. Provide and install new appropriate sized approved PVC waste lines to current code. Connect washing machine waste line. Tie into the main waste line. From the rear of house to the main waste line.

After inspections backfill trench, and compact trench then soil affected down areas as required.

Note: All required vent stacks, cleanouts, traps and connectors and needed materials are to be included in this line item.

7	0010090002	3.00	NO	1.00	-	\$ 4,971.71
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**Task: Install STC Impact Exterior Door**

Remove the existing doors and jambs. Prepare sufficient door bucks per 2023 Florida Building Code 8<sup>th</sup> edition and install an impact resistant six panel pre hung metal doors with an STC Rating of 30 or greater and satisfy the 2020 Florida Building Code for both impact resistance and pressure, and appropriate wind requirements, at the areas listed below.

**Locations: Front, Side and rear utility door.**

Door frame must fit with minimum perimeter gap between the frame and the opening. All perimeter voids and openings shall be foam sealed per Note 1. When door returns inside and outside are completed contractor shall apply a continuous bead of caulking around the frame return out per Note 2. Patch to match interior and exterior walls install new interior wood casing and exterior wood buck mould. Prepare new door assembly 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. Door hardware shall be as specified to meet the STC Rating, peep hole, deadbolt keyed one side to the lockset, wind crash chain stop, and aluminum threshold. Zero 378X Sound Seal and Zero 119W Spring Seal weather-stripping, or approved equal, shall be provided along the interior portions of the header and hinge side of the door.

**Note 1:** Contractor shall use a high density expanding foam sealant along the jamb and header of the door to seal the door and minimize air infiltration. Interior of threshold shall be filled with cementitious grout or high density expanding foam sealant. This is a Mandatory Inspection item and the assigned HUD rehab inspector shall be notified 24 hours in advance of such inspection.

**Note 2:** Contractor shall use an acoustical sealant for all exposed joints/seams that is non-stg, paintable, non-staining latex sealant complying with ASTM C-834 such as Ohio Sealants Properties SC-175 or approved equal and for exterior caulking around doors shall use an elastomeric sealant, single-component non-sag, urethane sealant such as Sika Flex-1 A polyurethane sealant or approved equal.

**Note 3:** 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 peel, and other defective paint application shall not be accepted.

**Note 4:** Contractor shall submit Florida Building Code Product approvals for impact resistance and independent laboratory certification that the Doors are rated at STC 30 or greater. Documents shall be stamped by the Building Department of Delray Beach, and submitted with the project's close-out package.

**Note 5:** 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	0010100001	13.00	NO	1.00	-	\$ 15,111.11
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**Task: Install STC Impact Windows**

Remove **ALL** existing windows. Install new aluminum single hung impact resistant windows and aluminum framed screen. The window assembly shall have an STC rating of 30 or greater and satisfy the 2023 Florida Building Code 8<sup>th</sup> edition. For both impact resistance and pressure requirements. One egress window shall be installed in each sleeping room. Bathroom windows shall have obscur. glass. Provide Modifications to openings if necessary to accommodate the new windows. Windows manufacturer shall be PGT Window SH700 or approved equal.

Replacement windows must fit with minimum perimeter gap between the window frame and the opening. If existing window sills are disturbed, replace them with marble sills. All perimeter voids and openings shall be foam sealed per Note 1 and all window concealed frame and exposed frame seams shall be sealed per Note 2(a) or 2(b) as appropriate. When window returns inside and outside are completed contractor shall apply a continuous bead of caulking around the window frame return out per Note 2(c).

**Note 1:** The completed window installation shall comply with all requirements of the 2023 Florida Building Code 8<sup>th</sup> edition.

**Note 2:** Contractor shall submit product approvals for impact resistance and independent laboratory certification that the windows are rated at STC 30 or greater. Documents shall be stamped by the Building Division of Delray Beach and submitted with the project's close-out package.

**Note 3:** Patch holes interior and exterior and touch up the paint patches and discolored finish resulting from the removal of existing

window(s) to match existing finish and color as close as possible. The inspector shall be responsible for determining if the touch-up paint matches as close as possible.

9	0100020001	10.00	SF	1.00	-	\$ 38.00
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**Task: Paint House Complete**

Pressure clean with water, fill all cracks and holes, and prepare for paint by scraping off loose and peeling paint, and light sanding of all the exterior wood including, fascia, soffit, doors, garage door, trim, and columns. Contact the rehabilitation inspector and request an inspection (24 hour notice to inspect will be made available). Upon an approval given of pressure cleaning, proceed and apply one (1) coat of acrylic primer sealer and two (2) coats of acrylic exterior grade paint. 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. Include all trim and shutters with complete house painting.

Note #1: Paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction.

Note #2: Masonry surfaces painted with a spray applicator shall be back-rolled to ensure complete coverage.

Note #3: Contractor shall comply with manufacturer recommended time intervals between coats of paint.

Note #4: Contractor shall deliver a smooth full paint coverage over the average substrate finish. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

**Single Family Residential - | Single Family - | Whole Unit - | Floor - Interior**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
10	0010090001	4.00	NO	1.00	-	\$ 2,542.85

**Task: Install Interior Door**

Remove existing doors, jamb, and casing. Replace door assembly with a pre hung 1 3/8" hollow core door, casing, and lever - both sides - privacy lockset. Fill all nail holes and apply one (1) coat of acrylic primer sealer and paint with two (2) coats of semi-gloss acrylic enamel paint.

Locations: All bedroom doors and bathroom door

Note 1: Door paint color choice shall be by owner. 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.

11	0100010018	2165.00	SF	1.00	-	\$ 10,088.90
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**Task: Prepare Walls and Paint Interior Complete**

Prepare for painting kitchen by cleaning walls and ceilings in kitchen with a "De-greaser Solvent" such as TSP to remove built-up grease on walls and ceiling. For the entire house: Preparation shall include filling all holes and patching to match the average finish of the existing wall surface and caulking at base boards and door casing. Apply one (1) coat of acrylic primer sealer and paint with two (2) coats of acrylic semi-gloss enamel on kitchen walls/ceilings and bathroom walls/ceilings, doors and trim. On all other rooms walls and ceilings apply one (1) coat of acrylic primer sealer and paint with two (2) coats of flat washable paint.

Note 1: Paint color choice shall be by owner. 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: Inspection of paint preparation area is required prior to application of primer sealer paint. 24 hours advance notice is required.

**Single Family Residential - | Single Family - | Bathroom - | All Walls - Bathroom**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
12	0130040007	1.00	NO	1.00	-	\$ 785.71

**Task: Install Vanity w/Sink**

Remove vanity and existing lavatory. Replace with a new vanity of the same dimensions, constructed with solid wood frame on the doors and cabinet face; the box shall be comprised of minimum 1/2" plywood, finish covering must be wood veneer or plastic laminate. Counter top and 4" back splash shall be a minimum of 5/8" plywood with drop in sink or cultured marble with integral bowl cast in the counter top. Install new water supply valves, supply lines, and escutcheons, strainer assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality.

Locations: Bathroom

Owner to have a choice in style and color.

13	0130040014	1.00	NO	1.00	-	\$9,771.71
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**Task: Install Tub/Shower Combination**

Remove existing tub complete down to bare block or framing. Repair or replace all insect or water damaged framing or furring strips, and install new dura rock to code. Install a white "Americast" or equal cast iron tub. Include new faucet diverter, Moen or equal with anti-scald valve and shower head, sprout, pop-up stopper, trap, waste, and overflow. Install (3) three stainless steel covered flange grab bars, one on each side (2) two 18" and (1) one 36" installed per manufactures specifications. Accessories shall include a ceramic soap dish and towel bar placed in the same setting material used for the ceramic tile. Install new 4"X4"X1/4" ceramic tile with 2"X6" bulkhead trim around perimeter. Retile up to 7" in shower surround. Owner is to have choice on style of white or bone color on bulkheads' quality tile.

Location: bathroom

Note: Place wood backing to fasten handicap bars prior to hanging cementitious tile backer.

Attention: This work will require a framing inspection from the City of Delray Beach Building Department

14	0130060001	1.00	NO	1.00	-	\$3,571.71
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**Task: Install Hot Water Heater**

Remove existing water heater, electrical pig tail and water supply valves. Install a new energy efficient 40 gallon water heater, and Drain Pan with dual 250 volt, 2500 watt heating elements, water supply valves, and pressure relief valve with 3/4" copper piped to the exterior of the new drain pan. Sweat solder copper fittings to connect the new water heater. The electrical connection shall be hard wired.

**Single Family Residential - | Single Family - | Whole Unit - Electrical | All Walls - Electrical**

S.No	WorkItem Code	Units	Unit Type	Cost Factor	Priority	Item Cost
15	0110040012	4.00	ea	1.00	-	\$1,316.66

**Task: Carbon Monoxide / Smoke Detector w/ Arc Fault**

Install CE 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.

16	0110040003	2.00	NO	1.00	-	\$ 250.00
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**Task: Install Exterior Light Fixtures**

Install new exterior light fixture over front and rear doors.

Note: Fixture cost shall not exceed \$50.00

17	0110020007	1.00	NO	1.00	-	\$3,336.36
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**Task: Repair Electrical Service**

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 bathrooms and exterior of home and install one (1) in each bathroom according to code.

**Job Total Cost: \$ 86,823.85**