

Solicitation Q2016-435

Housing Rehabilitation Program 435

Bid Designation: Public



City of Delray Beach

Bid Q2016-435 Housing Rehabilitation Program 435

Bid Number	Q2016-435
Bid Title	Housing Rehabilitation Program 435
Expected Expenditure	\$14,907.30 (This price is expected - not guaranteed)
Bid Start Date	Jan 22, 2016 8:02:10 AM EST
Bid End Date	Feb 5, 2016 5:00:00 PM EST
Question & Answer End Date	Jan 29, 2016 5:00:00 PM EST
Bid Contact	Ja'Anal Dowdell Buyer 561-243-7161 dowdell@mydelraybeach.com
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	90 days
Bid Comments	The City of Delray Beach is requesting quotations for the rehabilitation of owner-occupied properties. The Contractor shall provide all labor, materials, and equipment to repair/demolish the structures listed herein.

Item Response Form

Item	Q2016-435-01-01 - Total Quote Proposal
Quantity	1 job
Unit Price	<input type="text"/>
Delivery Location	City of Delray Beach <u>Neighborhood Services</u> Community Improvement 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1 Expected Expenditure \$14,907.30

Description

Exhibit A must be completed with detailed cost included per specifications.



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

Housing Rehabilitation Program 435 Feb 5, 2016 5:00:00 PM EST

**MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER**

**- CARY D. GLICKSTEIN
- SHELLY PETROLIA
- AL JACQUET
- JORDANA JARJURA
- MITCH KATZ
- DONALD B. COOPER**

Purchasing Department ♦ (561) 243-7161 ♦ purchasing@mydelraybeach.com

Proposal Submittal Signature Page

By signing this Proposal/Bid, the Proposer/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 from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Firm Name

Signature

Name and Title

Date

By signing this document, the Proposer agrees to all terms and conditions of the solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL/BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL/BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL/BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL/BID.



QUOTATION REQUEST CITY OF DELRAY BEACH

Purchasing Department
100 NW 1st Avenue
Delray Beach, FL 33444
(561) 243-7163 (Phone)
Email: dowdell@mydelraybeach.com

DATE: 01/22/2016

QUOTATION REQUEST NO.: Q2016-435

TITLE: Housing Rehabilitation Program

QUOTES MUST BE RECEIVED ON OR BEFORE: Friday, February 05, 2016 prior to 5:00 p.m.

Quotes will be received by the City of Delray Beach Purchasing Department, at the Purchasing Office, 100 Northwest 1st Avenue, Delray Beach, Florida 33444, for the rehabilitation and repair of the following properties:

14-499 Raymonde L. Mondesir 562 NW 48th Avenue 561-767-2413

The quote number listed above must appear on all quotations and related correspondence. This is not an order. This inquiry implies no obligation on our part. Changes or suggestions offering cost economies are solicited.

The City of Delray Beach is requesting quotations for the rehabilitation of owner-occupied properties. The Contractor shall provide all labor, materials, and equipment to demolish the structures listed herein.

You may submit your quotation by email to: purchasing@mydelraybeach.com

PLEASE INDICATE THE FOLLOWING INFORMATION ON OUTSIDE OF SEALED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL:

1. Your Company Name
2. Quotation Number
3. Opening Date

SCOPE OF WORK

**Housing Rehabilitation
562 NW 48th Avenue, Delray Beach, FL 33445
Neighborhood Services Division
Quote No. Q2016-435**

1. **SCOPE OF WORK:** The Contractor shall furnish all supervision, technical personnel, labor, materials, equipment and all other appurtenance thereto and perform and complete all work in accordance with the contract documents as prepared by the City of Delray Beach.

“Property” is defined as the legal description contained in the Palm Beach County records by subdivision block and lot number. Property limits are defined in the legal description on record in the Palm Beach County Courthouse. In disputes over the boundary limits, which would constitute the “Property”, and where scope of work is in dispute, the City of Delray Beach is responsible to provide the Contractor with the description.

The Contractor will be responsible for obtaining all required permits.

The undersigned agrees to enter into an agreement in accordance with the Request for Quotation within ten (10) working days after the date on which the notice to the award has been given and conveyed to the awarded Contractor.

2. **ADDRESS:** 562 NW 48th Avenue, Delray Beach, FL 33445
3. **COMPLETION TIME:** After the award is made, the Contractor agrees to begin work in three (3) days AFTER the date of the Notice to Proceed, and within forty-five days of permit issuance.

The following forms must be included in the sealed bid package:

Exhibit A	Contractor Quote Proposal
Form 2.	Quote Policy Statement
Form 3	Noncollusion Affidavit of Prime Contractor
Form 4	Certification Of Non-Segregated Facilities
Form 5	Public Entity Crimes
Form 6.	Drug-Free Workplace
Form 7.	Conflict of Interest
Form 8	Section 3 Clause
Form 9	Anti-Kickback Affidavit
Form 10.	Certification of Eligibility of General Contactor
Form 11	Best Management Practices for the Construction Industry
Form 12	Generic Regulated Substances List
Form 13	Acknowledgement of Addenda

Form 2
QUOTE POLICY STATEMENT

1. Contractors must be qualified, prior to the awarding of quote.
2. Upon acceptance to the program, should a new contractor be the low bidder, that contractor is subject to being awarded only one job pilot job. This pilot job will end upon final payment of project. After which the contractor shall be awarded no more than three (3) 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 be the lowest bid on more than three (3) quotes, he/she will be given the choice of which three (3) jobs he/she wants and the remainder will be awarded to the next low contractor.
3. All quotes received shall fall within a 10% range of our in-house quote. The City reserves the right to award any quote not within the 10% range to the next lowest contractor within the 10% range, after consultation with the low contractor.
4. Should there be any large difference between any line item on the in-house estimate and the contractor's estimate; the contractor and Neighborhood Services Division Representative shall meet and make necessary adjustments to insure equitable payments.

FORM 3
NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Florida County of Palm Beach ss.
 _____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Contractor that has submitted the attached Quote:

(2) He is fully informed respecting the preparation and contents of the attached quote and of all pertinent circumstances respecting such Quote;

(3) Such Quote is genuine and is not a collusive or sham Quote;

(4) Neither the said Contractor 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 Contractor, firm or person to submit a collusive or sham Quote in connection with the Contract for which the attached Quote has been submitted or to refrain from quoting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Quote or of any other Contractor, or to fix any overhead, profit or cost element of the Quote price or the Quote price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Delray Beach or any person interested in the proposed Contract; and

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

(Contractor Signature) _____

 (Title)

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: _____

Seal

FORM 4
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor 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 Contractor 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 Contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Quote. 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 Contractor 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) _____

FORM 5
PUBLIC ENTITY CRIMES

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 proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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.

Signature

Firm Name

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: _____

SEAL

FORM 6
DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

Firm Name

Signature

Name and Title(Print or Type)

Date

FORM 7
CONFLICT OF INTEREST DISCLOSURE FORM

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

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer'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 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 proposal.

_____ 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 proposal.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

FORM 8
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.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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

**FORM 9
ANTI-KICKBACK AFFIDAVIT**

State of Florida

}

SS:

County of Palm Beach

}

I, the undersigned, herby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Delray Beach, its elected officials, and the Community Improvement Department or its design consultants, as kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

(Signed) _____

(Title) _____

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: _____

Seal

FORM 10
CERTIFICATION OF ELIGIBILITY OF GENERAL CONTACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

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: _____

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

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

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

Firm Name

Signature

Name and Title(Print or Type)

Date

FORM 12
BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY

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

Generic Regulated Substances List

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

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

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

Form 13
ACKNOWLEDGMENT OF ADDENDA

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

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

SAMPLE AGREEMENT

BETWEEN

THE CITY OF DELRAY BEACH

and

for

QUOTE # _____

This is an Agreement ("Agreement"), made and entered into by and between: **COMPANY NAME.** hereinafter called the "Contractor" and **HOMEOWNER,** hereinafter referred to as the "Owner(s)".

WHOSE residence and project address is:

LEGAL DESCRIPTION: Insert Description

P I D # Insert Parcel #

WITNESSETH:

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

ARTICLE 1DEFINITIONS AND IDENTIFICATIONS

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

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

ARTICLE 2SCOPE OF SERVICES

- 2.1 Contractor shall perform all work identified in this Agreement and Exhibit "A". The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 2.2 Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 The Contractor shall furnish all supervision, technical personnel, labor, materials, equipment and all other appurtenance thereto and perform and complete all work in accordance with the contract documents as prepared by the City of Delray Beach.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

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

ARTICLE 4

COMPENSATION

- 4.1 City will pay Contractor, on behalf of the homeowner's approval for the program in the manner specified in Section 4.3, the total amount of _____ Dollars (\$_____) for work actually performed and completed pursuant to this Agreement and _____ Dollars (\$_____) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Contractor as full compensation for all such work and expenses. Contractor acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 METHOD OF BILLING AND PAYMENT

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

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

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

4.2.3 Final payment will be made after:

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

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

3. The City conducts a final inspection and approves and accepts all work performed by the Contractor. Final acceptance of the job shall not subject the City to any legal responsibility or liability of any kind. The parties agree that the City is not a signatory to this contract and does not have any responsibilities under this contract either express or implied, except to settle disputes between the parties which do not constitute a breach of contract, to conduct a final inspection to approve work performed by the Contractor, and to hold and distribute funds. In the event that the performance by the Contractor is unsatisfactory or unacceptable for any reason, the Contractor agrees to correct any deficiencies at no additional cost to the City.

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

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

4.5 Payment shall be made to Contractor at:

ARTICLE 5INDEMNIFICATION

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

ARTICLE 6INSURANCE

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

- 6.5 If Contractor uses a subconsultant or subcontractor, Contractor shall ensure that each subconsultant or subcontractor names "City of Delray Beach, Florida" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Contractor shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

ARTICLE 8THE CONTRACT8.1 The executed contract documents shall consist of the following:

- a. This Contract
- b. Lien Agreement
- * c. Signed Copy of Bid
- d. Memorandum of Understanding
- * e. Notice to Proceed
- * f. Payment Requests
- * g. Warranty Documents
- h. Lead Base Paint Receipt & Booklet (if required)
- i. Subordination Policy (if required)

* pertaining to contractor signature requirement

ARTICLE 9LEAD BASED PAINT

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

ARTICLE 10NON-DISCRIMINATION

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

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

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to prevent discrimination in employment against disabled persons.

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

ARTICLE 11

MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

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

11.2 PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

- 11.2.1 Keep and maintain all records that ordinarily and necessarily would be required by the City.
- 11.2.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 11.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Contractor.
- 11.2.5 If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11.3 INSPECTOR GENERAL

Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its sub licensees and lower tier sub licensees.

Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Project. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

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

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

11.5 TRUTH-IN-NEGOTIATION REPRESENTATION

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

11.6 PUBLIC ENTITY CRIME ACT

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

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

11.7 INDEPENDENT CONTRACTOR

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

11.8 THIRD PARTY BENEFICIARIES

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

11.9 NOTICES

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

For City:

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

For Contractor:

11.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding

the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

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

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

11.11 CONFLICTS

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

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

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

11.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

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

11.13 COMPLIANCE WITH LAWS

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

11.14 SEVERANCE

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

11.15 JOINT PREPARATION

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

11.16 INTERPRETATION

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

11.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

11.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11.19 AMENDMENTS

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

11.20 PRIOR AGREEMENTS

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

11.21 PAYABLE INTEREST

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

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

11.22 INCORPORATION BY REFERENCE

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

11.23 REPRESENTATION OF AUTHORITY

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

11.24 MULTIPLE ORIGINALS

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

11.25 DISPUTE RESOLUTION

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

THIS AGREEMENT, together with other documents enumerated in this ARTICLE 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provisions in any component part, the provision of the component part first enumerated in this ARTICLE 5 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: HOMEOWNER and CONTRACTOR, also ATTESTED BY CITY REPRESENTATIVE signing by and through its _____, duly authorized to execute same.

OWNER

CONTRACTOR SIGNATURE

OWNER

By _____
CONTRACTOR FIRM NAME

ATTEST:

CITY REPRESENTATIVE

____ day of _____, 20____

(SEAL)

EXHIBIT B**INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH**

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

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute 440 and including Employers Liability coverage, regardless of the size of your firm. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.
- B. General liability insurance with a minimum limit of \$500,000 per occurrence and \$1,000,000 in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.
- C. Motor Vehicle Liability Insurance covering all vehicles associated with Contractor operations to include all owned, non-owned and hired vehicles.

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

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

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

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

EXHIBIT A

Contractor Quote Proposal
Pages (1-6)

Technical Specifications
Pages (1-31)

Neighborhood Services Division

City of Delray Beach

100 NW 1st Avenue, Delray Beach, FL 33444

Phone: 561-243-7280 Fax: 561-243-7221

**Contractor
Quote Proposal**Case Number: **14-499**

QUOTE TOTAL \$: _____

Property Information:

QUOTE OPENING DATE

See Instructions to Biddier**562 NW 48th Avenue
Delray Beach FL 33445-**

CONTRACTOR INFORMATION

Name: _____

Contact Person: _____

Address: _____

Owner:

**Raymonde L Mondesir
562 NW 48th Avenue
Delray Beach FL 33445-**

Voice: _____

Fax: _____

email: _____

Phone: (561)767-2413

Signed: _____ Date: _____

The above contractor'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 contractor 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 contractor 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:

Quoted work will start permit process within five (5) days of the date on the Notice to proceed. The notice establishes that the work be completed within forty five (45) days of permit issuance.

The contractor 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.

Roof Covering

1	0070010008	385 SF	16 RCMP	\$
---	------------	--------	---------	----

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

Conrtractors 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	\$

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

Install a 4 ply built up roof system consisting of 75# fiberglass base sheet, 3 plys of hot mopped fiberglass finishing with a hot mopped mineral surfaced modified fiberglass cap sheet. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of the City of Delray Beach Building Department.

- Note 1:** Contractor shall submit an affidavit to City of Delray Beach Neighborhood Services Division to the affect that the sheathing/decking nail fastening specification described in this line item has been met.
- Note 2:** Contractor shall replace existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.
- Note 3:** The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. No fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.
- Note 4:** Plywood sheathing joints shall be covered with a 4"-6" self adhering bitumen secondary water barrier applied directly to the plywood sheathing. If planks Two layers of 30# felt will be used. Contractor shall submit photos of the secondary water barrier when requesting payment for this item.

Note 5: This item will have a mandatory inspection with the rehabilitation inspector.

2	60 Ea.	0	\$ _____
---	--------	---	----------

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

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

3	0070010001	1134 SF	16 RCMP	\$ _____
---	------------	---------	---------	----------

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

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

Sheet of plywood sheathing (each) above the covered 5 sheets	\$ _____
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 2014 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails.

Install two (2) layers of ASTM 30 lb. felt paper for roof with a slope of less than 4" to 1'. Then install 40 year rated quality or equal, laminated (dimensional) shingle, self-sealing, fungus resistant fiberglass shingles, to meet the 2010 Florida Building Code. Install new ridge vent per

shingle manufacturer's specifications over all roof ridge. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of the City of Delray Beach Building Department.

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

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

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

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

Note 5: Owner shall have choice of shingle color.

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

Side Walls			
4	145	16 RCMP	\$_____

Install folding (accordion) aluminum hurricane shutters at:

- a) All window openings.
- b) 1 sliding glass doors.

The hurricane shutter system shall satisfy the 2010 Florida Building Code for both impact resistance and pressure requirements. The aluminum hurricane folding (accordion) shutter system, with stiffeners if required by engineering instructions, shall be permanently affixed to the building per manufacturer's instructions. Shutters shall be completely installed for the inspector's inspection,

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

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

5	0010090006	1 EA	16 RCMP	\$
---	------------	------	---------	----

Remove the existing front door and jamb, prepare a sufficient door buck, and install a pre-hung metal clad six (6) panel door. The door must be Hurricane Impact Test Rated. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door 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: "Schlage", Flair F51 and matching deadbolt or approved equal, deadbolt keyed one side to the lockset, peep hole, vinyl bubble weatherstripping, wind crash chain stop, and aluminum threshold.

Contractor to conform to the RRP rule including all testing and clearances needed

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

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

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

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

6	1 Ea	16 RCMP	\$ _____
---	------	---------	----------

Install new corrispondingly sized steel door complete with all springs, pullys and rollers needed to be operate. The door will be "Hurricane Impact Resistant". Install Following the manufactures instructions. If eletronic garage door opener is present connect to new garage door. Repair all damage to finish of opening then paint garage door with one coat of primer and two coats of base to home owners preference. Contractor shall submit Impact Resistant Rated Miami-Dade County or Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet Dade County and Florida Building Code

Contractor to conform to the RRP rule inculding all testing and clearances needed

Total for: Exterior	\$ _____
---------------------	----------

Quote Total Cost: \$ _____



NEIGHBORHOOD SERVICES DIVISION TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

MATERIALS AND PRODUCTSSPECIFICATION
NO.GENERAL

- | | |
|---|-----------------------------------|
| 1 | Concrete - General Specifications |
| 2 | Piers - Bases |
| 3 | Steps |
| 4 | Footings/Foundations |
| 5 | Masonry Walls |
| 6 | Concrete Block Walls |
| 7 | Handrails, Columns and Posts |
| 8 | Concrete Slab |

FRAMING

- | | |
|----|---|
| 9 | Carpentry - General Specifications |
| 10 | Floor Framing |
| 11 | Wall Framing Specifications |
| 12 | New Stud Wall |
| 13 | Roof Framing - General Specifications (Rafters) |
| 14 | Roof Framing - General Specifications |
| 15 | Attic Ventilation |
| 16 | Under - Floor Space Ventilation |

FLOORING

- | | |
|----|---|
| 17 | Flooring - Repair |
| 18 | Plywood Flooring and Repairs |
| 19 | Floors, Sand and Varnish |
| 20 | Exterior Flooring |
| 21 | Oak Flooring |
| 22 | Pine Flooring |
| 23 | Floor Covering |
| 24 | Flooring Covering - Tile and Underlayment |
| 25 | Floor Covering - Sheet Vinyl |
| 26 | Floor Covering - Ceramic |
| 27 | Base and Shoe Molding |

SPECIFICATION
NO.

WALL FINISH

- 28 Wall Finish - Plaster/Drywall
- 29 Wall Finish - Drywall
- 30 Wall Finish - Drywall over Furring Strips
- 31 Wall Finish - Paneling
- 32 Wall Finish - Ceramic Tile - Thick Bed
- 33 Wall Finish - Ceramic Tile - Thin Set
- 34 Fixture Set

CEILING FINISH

- 35 Ceiling Finish - Drywall
- 36 Ceiling Finish - Drywall over Furring Strips
- 37 Drop Ceiling - Drywall
- 38 Ceiling Finish - Tile
- 39 Suspended Ceiling
- 40 Ceiling Finish - Plaster/Drywall
- 41 Scuttle Holes

WINDOWS AND DOORS

- 42 Windows and Doors – Repair
- 42a Hurricane Shutters
- 43 Doors - General Specifications
- 44 Wood Screen Door
- 45 Aluminum Screen Door
- 46 Garage Door and Framing - New
- 47 Window - General Specifications
- 48 New Window Installations (Framing)
- 49 Window - Wood - New Sash
- 50 Window Screen - Aluminum Frame
- 51 Screen – Re-screen

EXTERIOR SIDING AND TRIM

- 52 Exterior Siding and Trim Replacing
- 53 Exterior Siding and Trim - Novelty
- 54 Exterior Siding - Asbestos and Trim
- 55 Exterior Siding - Aluminum
- 56 Trim and Aluminum
- 57 Exterior Siding - Stucco
- 58 Soffit and Fascia - Aluminum
- 59 Soffit and Fascia - Framed Aluminum

SPECIFICATION
NO.

ROOFING AND TRIM

- 60 Eaves Repair
- 61 Soffit - Eaves
- 62 Soffit - Framed
- 63 Gutter, Downspouts - Aluminum Baked Enamel
- 64 Roof - General Specifications
- 65 Roofing - Selvedge Edge
- 66 Roofing - Built-up (Tar and Gravel)
- 67 Roofing - Metal
- 68 Roofing - Strip Shingles (Asphalt)

CABINETS

- 69 Cabinet - Vanity
- 70 Cabinet - Medicine
- 71 Cabinet - Kitchen Base
- 72 Cabinet- Kitchen Upper
- 73 Counter Top
- 74 Closets

75 ELECTRICAL

76 APPLIANCES

77 HEATING

78 PLUMBING

79 FENCES

- 80 DEBRIS - Demolish and Remove from Premises
Haul Away Debris

81 PEST EXTERMINATION

82 PAINTING - General Specification

83 LANDSCAPING (Single Family)

84 WALKS

SPECIFICATION
NO.

- | | |
|----|---|
| 85 | <u>BLACKTOP DRIVES</u> |
| 86 | <u>CONCRETE DRIVES</u> |
| 87 | <u>CARPETING</u> |
| 88 | <u>INSULATION</u> |
| 89 | <u>LANDSCAPING CONTINUED (ADDENDUM)</u> |
| 90 | <u>LAWN SPRINKLERS</u> |
| 91 | <u>WELLS FOR NON-POTABLE WATER;
SPRINKLER SYSTEMS</u> |
| 92 | <u>ACCEPTABLE MATERIALS FOR WELL SYSTEMS</u> |

TECHNICAL SPECIFICATIONS

These specifications are intended to be used with a "Bid Proposal Work Write-up". Specific items on these sheets intended to be used for bidding will be referred to on the "Work Write-up Sheet".

The phrase "or equal" shall be interpreted to mean equal in quality and integral properties and similar in design. All materials and workmanship shall comply with applicable codes and requirements of the International Construction Code. All necessary permits, as determined by the Building Department, are to be properly displayed and posted on the job site. The Building Inspector is to be given a copy of the approved set of plans, if any, prior to the commencement of work. Substitutions will be accepted at the discretion of the Department.

MATERIALS AND PRODUCTS

OBJECTIVE

To provide materials of such kind and quality as to assure that the dwelling will provide:

- a. appropriate structure strength
- b. adequate resistance to weather and moisture
- c. reasonable durability and economy of maintenance

QUALITY OF MATERIALS AND PRODUCTS

All materials and products used as replacements or additions in rehabilitation construction shall be of good quality conforming to generally accepted good practice. The suitability of special materials and products not conforming to a national standard shall be determined by proper authority, after an evaluation of its properties and performance characteristics.

STANDARDS FOR MATERIALS AND PRODUCTS

For specific requirements of new materials and products used as replacements or additions to dwellings being rehabilitated, reference shall be made to the South Florida Building Code, International Construction Code and the standards of the American Society for Testing Materials.

1. CONCRETE - GENERAL SPECIFICATIONS

These general specifications are mandatory where applicable.

- a. No concrete is to be placed over grass, roots or foreign material.
- b. All reinforcing shall be free of scale, rust or coatings that reduce concrete bond.
- c. All reinforcing rods shall be deformed, as per A.S.T.M. Designation A305.

- d. All concrete slabs shall be separated from existing construction by 1/2" asphalt-impregnated expansion joint materials.
- e. Fill dirt shall be clean, compacted and free of deleterious material. See Table 6.
- f. All materials used for concrete forms shall be removed after concrete has set. Voids in exposed concrete surfaces will be filled with cement paste and dressed smooth.

2. PIERS - BASES

Piers shall be solid, one-piece, reinforced concrete (2500 psi) minimum dimension 8"x8" - height equal to distance from bottom of joist or sill to existing ground surface. See Table 5.

Bases shall be minimum 8" thick concrete (2500 psi 16"x16") or larger. Bases must be set on firm soil below existing ground level. See Table 6.

3. STEPS

- a. Steps shall be standard size on a concrete 8"x16" footer
- b. Hollow Poured - Steps shall be formed and poured over 8"x16" footer. Wall thickness shall be minimum 4".
- c. Frame - Steps shall be P.T. 2"x12" stringer, 1"x8" riser, 1-1/8"x12" bull nose, P.T., stair stock tread, 8"x16" footer.
- d. Other - Any other type steps not listed will be written in detail on Bid Specifications.
- e. Minimum tread size 12". Maximum riser height 8" on all steps.
- f. Supply handrails as required by any applicable codes.

4. FOOTINGS/FOUNDATIONS

Footings shall be minimum 2500 psi reinforced concrete. Reinforcing steel shall be deformed 20,000 psi, minimum lap of 19 bar diameters. Footing reinforcement per Building Code, The form work shall be used when existing soil is not sufficiently firm to retain concrete pour. No concrete shall be poured over grass, roots or foreign matter. See Table 5.

5. MASONRY WALLS

- a. Masonry walls shall be nominal 8"x8"x16" hollow masonry block laid with full mortar bedding in a running bound, per Building Code, and any applicable local amendments. For types of mortar, see Tables 1 and 2.
- b. Masonry walk repair shall be finished in a workmanship like manner.

6. CONCRETE BLOCK WALLS

Exterior shall be constructed on 10"x16" continuous footer with 2, 5/8" deformed steel rods, hung per Building Code, and any applicable local amendments 8"x8"x16" masonry blocks set in approved mortar mix, top course shall be "U" lintel blocks with one (1) 5/8" deformed steel rod hung and rebared per Building Code, and any applicable local amendments, and filled with 2500 psi concrete or equal. See Table 4.

7. HANDRAILS, COLUMNS AND POSTS

- a. Wooden posts, handrails and columns shall be equipped with metal plinth. Wrought iron of 4"x4" pressure treated posts as specified.
- b. Handrails shall be as specified.

8. CONCRETE SLAB

All concrete slabs shall be minimum 4" thick, 2500 psi concrete. Reinforcing shall be 6"x6" No. 10/10 welded wire fabric. No concrete to be placed on grass, roots, or foreign matter. All back fill shall be well tamped and level before placing of concrete. Top of slabs poured on existing grade shall be minimum of 4" above surrounding soil. Comply to any local applicable amendments pertaining to reinforcement or design.

9. CARPENTRY - GENERAL SPECIFICATIONS

These general specifications are mandatory where applicable.

- a. All wood in contact with concrete, earth, or within 12" of ground shall be pressure treated.
- b. Furring strips applied to masonry shall be 1"x2" pressure treated No. 2 yellow Pine or other approved materials.
- c. All structural timbers shall be No. 2 yellow Pine, or other approved materials.
- d. All studs shall be No. 2 grade Fir or No. 2 Yellow Pine, or other approved materials.
- e. Exterior exposed woodwork: "C" and better grade Douglas Fir, Cypress, Redwood or Cedar.
- f. Interior wood work and trim: "C" or better grade Douglas Fir, Ponderosa Pine or clear, ship grade pine, or other approved materials.
- g. All studs shall be 16" o.c. All load bearing stud walls shall have double top plates of equal quality to studs.

10. FLOOR FRAMING

All new or replaced floor joists shall be supported at their extreme ends by either a 2" or 4" ledger or metal joist hanger. Toe nailing only will not be acceptable. No splicing of floor joists between supports will be permitted. All floors shall be properly reinforced as per building code.

Remove deteriorated floor joists and replace with new joists of No. 2 Southern Pine, construction Fir or other approved materials and have same dimensions as old joists.

11. WALL FRAMING SPECIFICATIONS

- a. Unless plywood sheathing or other approved materials are used, new corner posts on exterior wooden walls shall be diagonally braced with 1"x4" ledger bracing on both sides of corners at a 45 degree angle. New studs in existing or new walls shall be spaced on 16" centers.
- b. All load bearing stud walls shall have double top plates. All headers and Lintels over doors and window openings shall be double, as per Building Code and any applicable local amendments.

12. NEW STUD WALLS

Build a new stud wall as described in specifications. Studs shall be nominal 2"x4" on 16" centers. Sole plates shall be pressure treated if laid on masonry or concrete and anchored at 4'-0" with 1/2" anchor bolts or acceptable equal.

13. ROOF FRAMING - GENERAL SPECIFICATIONS (RAFTERS)

All damaged or deteriorated rafters shall be removed entirely. No splicing of any rafter will be permitted, unless specified. When rafter tails are to be replaced, they shall be cut back and replaced with a new tail which extends back a distance equal to the overhang.

New rafter tails shall be of same dimension as the old and attached by nails driven through roof sheathing from top side. All work to be as per code. No toe nailing will be allowed.

Approved trusses may be used when specified.

Collar ties shall be installed on all new rafters. Ties shall be 1"x6" Pine or Fir and located in the middle third of the rafter length.

All saw cuts on roof framing and rafters shall be to the line and closely fitted.

14. ROOF FRAMING - GENERAL SPECIFICATIONS

When a ridge board is to be installed, it shall be a minimum of 1" in thickness and not less in depth than the cut end of the rafters it joins.

Ceiling joists and rafters shall be nailed to each other where possible. Ceiling joists shall be continuous or joined together over a partition to provide a continuous tie across the building.

Plywood sheathing shall be a minimum 4"x8"x1/2" thick with butt clip between rafters when on 24" centers. Solid sheathing shall be 1"x6" minimum. Strip sheathing shall be 1"x4" on 12" centers. All end joints shall be made over rafter. Sheathing supporting verge or trim rafter shall extend back onto roof minimum of 4". Other approved materials acceptable per code.

When replacing a fascia board, its length shall be sufficient to reach a minimum of 3 rafter ends with the remaining pieces not being less than 6 feet.

15. ATTIC VENTILATION

All roofs with attic space should be adequately vented as per code. by one or more of the following means:

- a. Gable Vents
- b. Soffit Vents
- c. Re-screening
- d. Roof Turbine Ventilator

16. UNDER-FLOOR SPACE VENTILATION

a. Vent Covering

Cover vents indicated on work write-up by covering with a corrosion-resistant wire mesh not greater than one-half (1/2) inch nor less than one-fourth (1/4) inch in any direction.

b. New Vents

The minimum total area of ventilating openings shall be proportioned on the basis of 1 square foot for each 150 square feet of floor plan. One such ventilating opening shall be within 3 feet of corner of said building.

17. FLOORING - REPAIR

All damaged, loose or broken sub-flooring shall be repaired or replaced before installation of a finished floor. Spot repairing on existing tongue and groove flooring which shall be made so that end joints occur over floor joists. Adjacent end joints shall be staggered. Replaced flooring shall match existing in size, quality and finish unless otherwise specified.

Flooring and floor covering, when repairing, shall extend into closets and storage area.

Three-fourths (3/4) inch exterior Grade Plywood, or 5/8" approved underlayment grade per code may be used as a substitute when underlayment of floor covering is to be applied. Interior Plywood with Exterior Glue also acceptable.

Replaced Shoe Mould. When necessary to remove existing base and/or shoe mould in order to repair damaged flooring, new base and/or shoe mould shall be installed and finished to match existing base and/or shoe mould.

18. PLYWOOD FLOORING AND REPAIRS

a. Replacing with New

Replacement shall be 3/4" underlayment Grade Plywood, or 5/8" when specified. End joints shall be staggered and occur over floor joists. Interior Plywood with Exterior Glue also acceptable, or other approved materials.

b. Sub-Flooring

Sub-flooring shall be the same as above, or other approved materials. Diagonal end joints to occur over floor joist.

19. FLOORS, SAND AND VARNISH

To be sanded, apply wood filler where needed, sealed and two coats of varnish and waxed.

NOTE: Replace exceptionally damaged boards and stain to match existing.

20. EXTERIOR FLOORING

a. Tongue and groove flooring for exterior porches or enclosed utility rooms shall be 1"x4" - "C" grade or better. when the width of an existing wooden porch is 9 feet or less, flooring shall extend from main body of structure to outer extremity of porch. No splicing will be permitted. When the width of an existing wooden porch is more than 9 feet, one splice per run will be permitted, provided the spliced flooring is 4 feet or more in length. Adjacent end joints in runs of flooring must be staggered.

b. Exception: 1"x4" approved materials for flooring applied with 8 penny galvanized, finished nails set and caulked. All exterior wood flooring shall be pre-primed both sides, end and edges before installation by General Contractor.

21. OAK FLOORING

Install Oak Flooring in indicated rooms. Flooring shall be 25/32"x2-1/4", end matched, tongue and groove (Select Red Oak - Select White Oak), sanded, sealed, two coats of varnish and waxed. New floors shall be completed with new shoe mould, and/or base finished to match floor, except spot repair.

22. PINE FLOORING

Install pine flooring in indicated rooms. Flooring shall be nominal 1"x4" tongue and groove, "C" grade pine, sanded, and sealed, with two coats of varnish. New floors shall be completed with new shoe and/or base mould finished as designated by Owner.

23. FLOOR COVERING

- a. All Vinyl Tile will be of good quality and a No-Wax finish unless otherwise specified.
- b. Pure Vinyl Tile (1/8" thickness, use Industrial glue only) Armstrong "Excelon" or equal.
- c. All floor covering shall be applied over existing floors or over 30 lb. minimum felt covering, if necessary.

24. FLOOR COVERING - TILE AND UNDERLAYMENT

Install underlayment plywood, "C" or "D" grade, commercial, standard interior 3/4" thick. Install with screw type nails. Over underlayment install indicated tile using adhesive recommended by manufacturer. When installing new floor covering, all shoe mould and/or base shall be removed and replaced with new mould and/or base, finished with 2 coats of paint or varnish as designated by Owner.

25. FLOOR COVERING - VINYL

Install underlayment plywood, "C" or "D" grade, commercial, standard interior 1/4" thick. Over underlayment install indicated vinyl laid in strict compliance with manufacturer's specifications. When installing new floor covering, all shoe mould and/or base shall be removed and replaced with new mould and/or base, finished with 2 coats of paint or varnish as designated by Owner.

26. FLOOR COVERING - CERAMIC

Ceramic floor tile shall equal or exceed the Standard Grade requirements of U.S. Department of Commerce Simplified Practice Recommendation R-61-62 and Federal specification SST-308b. Floor tile shall be standard grade, selected by Owner, set in cement mortar "thick-bed" base. All ceramic floors shall be finished with ceramic cove base tile and metal lath and vapor barrier if wood floor.

27. BASE AND SHOE MOULDING

- a. Ranch Style Base Moulding
- b. Vinyl Base Moulding

- c. Shoe Moulding
- d. Square Cote Base Moulding
- e. Standard to Match Existing

28. WALL FINISH - PLASTER/DRYWALL

Rake crack clean, remove loose plaster or drywall and fill with patching plaster. New repair shall be struck level with surrounding surface and finish to match existing walls.

29. WALL FINISH - DRYWALL

One-half (1/2) inch sheetrock shall be taped, bedded and sanded smooth. Existing baseboard, window or door trim shall be removed and reinstalled or replaced with new trim over sheetrock. Latex base paint to be added to texture coat. No gaps over 1/2" will be accepted on walls or at ceiling.

When installing new sheetrock in conjunction with new windows, trim shall be eliminated and sheetrock returned to windows using metal corner bead and imitation marble sills or other specified materials.

All openings without doors shall be finished with metal corner bead. Any drywall which will be subject to moisture must be Durra Rock or Dens Shield or equal.

30. WALL FINISH - DRYWALL OVER FURRING STRIPS

Walls shall be 1/2" sheetrock, taped, bedded and sanded and installed over 1"x2" furring strips 16" on center. Any existing baseboard, window or door trim shall be removed and reinstalled or replaced with new trim over sheetrock. Latex base paint to be added to texture coat.

When installing new sheetrock in conjunction with new windows, trim shall be eliminated and sheetrock returned to windows using metal corner bead and imitation marble sills or other specified materials.

All openings without doors shall be finished with metal corner bead.

31. WALL FINISH - PANELING

- a. Over clean, smooth, flat surface in accordance with good standard practice. Nailed in the grooves with colored nails to match color of groove and adhesive as needed. All joints to be tight to eliminate crack from showing.
- b. On furred walls, 1x2 P.T. strips 16" O.C., with one piece running horizontal to the floor so that base can be nailed to it and keep the paneling from warping. At the ceiling provide horizontal strip for nailing of ceiling cove and stop panel warpage.

- c. All trim to be prefinished wood moulding to match paneling. Installed with tight-fitting mitered cuts and nailed with matching color panel nails.

32. WALL FINISH - CERAMIC TILE - THICK BED

Remove existing material on indicated walls and replace with ceramic tile using thick-bed method over wire lath. Trim edges with bullnose tile. Wall tile shall equal or exceed the Standard Grade requirements of U.S. Department of Commerce Simplified Recommendation R61-62 and Federal Specification SST-308b. Wall tile shall be standard grade 4"x4"x1/4".

33. WALL FINISH - CERAMIC TILE - THIN SET

Apply ceramic tile on new drywall or existing drywall, remove existing material on indicated walls and replace with ceramic tile using thin-set method of drywall. Trim edges with bullnose tile. Wall tile shall equal or exceed Standard Grade Requirements of U.S. Department of Commerce. Wall tile shall be Standard Grade 4"x4"x1/4".

34. FIXTURE SET

Set shall include paper holder, toothbrush holder, two (2) towel bars, soap dish and grab bar.

35. CEILING FINISH - DRYWALL

Ceiling shall be 1/2" sheetrock taped, bedded and sanded. Latex paint shall be added to texture coat and ceiling textured 2 coats. Drywall shall be applied directly to existing ceiling.

Three-fourth (3/4) inch to 1-1/2" cove moulding shall be used only when ceiling butts to wood or paneled walls.

Heavy textured spray (popcorn type) finish with paint added.

36. CEILING FINISH - DRYWALL OVER FURRING STRIPS

Ceiling shall be 1/2" sheetrock, taped, bedded and sanded. Latex paint shall be added to textured coat and ceiling textured 2 coats.

Install over 1"x3" furring strips, 16" on center.

Three-fourth (3/4) inch to 1-1/2" cove moulding shall be used only when ceiling butts to wood or paneled walls.

Heavy textured spray (popcorn type) finish with vinyl added.

37. DROP CEILING - DRYWALL

Ceiling shall be 1/2" sheetrock, taped, bedded and sanded. Latex paint shall be added to textured coat and ceiling textured 2 coats. New ceiling shall be installed over new specified ceiling joist spaced 16" on center.

Three-fourth (3/4) inch to 1-1/2" cove moulding shall be used only when ceiling butts to wood or paneled walls.

Heavy textured spray (popcorn type) finish with vinyl added.

38. CEILING FINISH - TILE

Install 1"x3" furring strips, 12" on center, on ceilings indicated. Over furring strips, install 12"x12"x1/2" acoustical ceiling tile. Tile shall be of the interlocking type; pattern and color as selected by the Owner. Perimeter of ceiling shall be furnished with manufacturer's recommended ceiling moulding.

39. SUSPENDED CEILING

- a. Exposed T-bar, as specified. Installed in strict accordance with manufacturer's recommendations.
- b. Unexposed T-bar, as specified. Installed in strict accordance with manufacturer's recommendations.

40. CEILING FINISH - PLASTER/DRYWALL

One-half (1/2) inch sheetrock shall be taped, bedded and sanded smooth. Existing trim shall be removed and reinstalled or replaced with new trim over sheetrock. Latex base paint to be added to textured paint.

All openings shall be finished with metal corner bead or trim.

41. SCUTTLE HOLES

Shall be installed in area indicated on Bid Specifications (size 22"x36") and trimmed to conform to ceiling surfaces.

42. WINDOWS AND DOORS - REPAIR

When installing or repairing windows or doors, Contractor shall repair any surrounding area affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces, texture and color.

42a. HURRICANE SHUTTERS

All Hurricane shutters shall consist of Aluminum and shall meet all necessary codes and wind load ratings, Accordion shutters (sliding) or Bahamian and fixed panel shutters shall be fitted on all windows for inspection.

43. DOORS - GENERAL SPECIFICATIONS

All doors specified as new shall be complete with new hardware and new lock-set. After trimming and fitting of door, all edges shall receive same finish as sides of door. A door bumper must be added to all doors. Include all trim and moulding necessary to finish both sides of the jamb. Acceptable locks only are Kwikset, Schlage or Wiser.

Threshold to be included, exterior doors only.

- a. Interior doors shall be 1-3/8" flush, hollow core, Lauan or Beech, finish as designated by Owner, unless otherwise specified.
- b. Exterior doors shall be 1-3/4" minimum with weather stripping, flush steel door and matching jamb. Pease, Therma-tru, Stanly or equal unless otherwise specified. Door to include storm chain.
- c. Exterior combination door shall be 1-3/4" minimum with weather stripping, solid lower half, with window and screen insert upper half, finished as designated by Owner. Deadbolt shall be single cylinder.
- d. Observer scope.
- e. All new exterior keyed lock shall be keyed alike.

44. WOOD SCREEN DOOR

Furnish and install new screen door at indicated location. Screen door shall be wood, 2 panel, 1-1/8" complete with aluminum screen wire, closer, latch and 2 coats of paint or varnish (Owner's choice).

45. ALUMINUM SCREEN DOOR

Furnish and install new screen door at indicated location. Screen door shall be 1" all-aluminum prehung, with metal jamb, lock and closer. Model M-325 "Featherlite" as manufactured by Featherlite Co., or equal in quality.

46. GARAGE DOOR AND FRAMING - NEW

As specified, doors shall be installed per manufacturer's recommended specifications. Remove and replace all broken or cracked glass.

47. WINDOW - GENERAL SPECIFICATIONS

When installing a new type window in an existing wooden frame, all grooves, off sets and projects on the side and head, jambs and sills shall be finished flush and smooth.

These windows: aluminum awning, aluminum single hung, jalousie, casement, when specified new shall include new aluminum or fiberglass screens, permanent stripping, positive lock device, nylon or stainless bushings and aluminum glazing bead. The awning window shall have a torque-bar operator. All window and frames shall be thoroughly caulked at time of installation. Replace all broken or cracked glass in all existing windows.

47. WINDOW - GENERAL SPECIFICATIONS (continued)

When installed in masonry openings, windows to be set on 1" x 2" p.t. furring bucks.

When replacing damaged headers in frame walls: See Table 7.

NOTE: Bathroom windows shall be obscured tempered glass.

NOTE: Clean all windows free of paint, decals, stucco, etc.

48. NEW WINDOW INSTALLATION (FRAMING)

Window opening shall be framed to fit standard size windows and new casings and trim applied to match existing surfaces.

49. WINDOW - WOOD - NEW SASH

New wooden sash shall be fitted to window opening so as to operate freely, lock properly and be reasonably weathertight.

50. WINDOW SCREEN - ALUMINUM FRAME

Replace existing screen frames with new aluminum frames and 18 x 14 mesh screen complete with new latch and hangers.

51. SCREEN – RE-SCREEN

Re-screen indicated area using 18 x 14 mesh aluminum screen wire.

Replace screen moulding with new matching moulding. Replace all damaged or missing hooks and hangers.

52. EXTERIOR SIDING AND TRIM REPLACING

Replace damaged siding as described. New siding shall blend and conform with surrounding area. Adjacent end joints shall be staggered at a distance of at least 2 studs.

53. EXTERIOR SIDING AND TRIM-NOVELTY

Cover indicated sections of structure with new wood novelty siding or other specified material. All joints shall be tight and adjacent end joints shall be staggered. Sidings shall be installed over vapor barrier, blend and conform with existing structure. All horizontally applied siding shall be staggered a minimum of 2 stud spaces.

54. EXTERIOR SIDING - ASBESTOS AND TRIM

Asbestos siding and trim is no longer acceptable for use. No asbestos materials of any kind is allowed for use.

55. EXTERIOR SIDING - ALUMINUM

Cover indicated area of structure with minimum of .024" aluminum siding. Quality to be called for on Bid Specification. Siding shall be installed over a vapor barrier or reflective type insulations as recommended by manufacturer. Installation shall include window J channel, door channel, inside and outside corners, starter strip and finish mould. Installation per manufacturer's recommendations.

56. TRIM FOR ALUMINUM

Cover all window, door trim and sills with baked enamel, coil stock minimum .019".

57. EXTERIOR SIDING - STUCCO

Cover designated sections of structure with cement stucco finish. If stucco is to be applied over frame construction, vapor barrier must first be applied to siding. Over vapor barrier nail metal reinforcement. Over reinforcement, apply one 3/8" brown coat and one 1/4" finish coat.

58. SOFFIT AND FASCIA - ALUMINUM

Enclose all eaves indicated. This shall be done by installing baked enamel, aluminum, ventilated soffit material to underside of rafters. Enclosing of eaves shall include installation of fascia board and application of baked enamel aluminum over same. Soffit material shall be not less than .024" thickness, baked enamel aluminum.

59. SOFFIT AND FASCIA - FRAMED ALUMINUM

Build soffit under roof overhang by installing baked enamel, aluminum soffit material over wooden soffit framing. Aluminum soffit material shall be either - ventilated, ribbed or v-grove, as selected by Owner. Aluminum for soffit shall be minimum thickness of 0.19" moulding, and trim shall be baked enamel aluminum. A fascia board shall be installed on rafter ends and covered with baked enamel aluminum with minimum thickness of 0.24". Soffit shall be constructed 90 degrees to wall, parallel to ground and soffit supporting "look-out" members shall be maximum 24" center to center.

60. EAVES - REPAIR

Remove deteriorated section of eaves as indicated and replace with new section of approved materials to match existing.

61. SOFFIT - EAVES

Eaves: Enclose all eaves indicated on work write-up sheet. This shall be done by applying 3/8" exterior plywood to underside of rafters. Enclosing of eaves shall include installation of fascia board. Soffit shall be solid, continuous vent or spot vented as indicated on work write-up sheet. Screen wire used shall be aluminum and fiberglass 18x14 mesh.

62. SOFFIT - FRAMED

Build soffit under roof overhang as indicated on work write-up sheet. This shall be done by installing 3/8" exterior plywood from end of rafter to wall of structure. Soffit shall be constructed at 90 degrees to wall, parallel to ground, and shall not be attached to bottom of rafters. Maximum spacing for soffit supporting members shall be 24" center to center. Soffit shall be finished at wall with moulding strip and at end of rafter with a fascia board. Soffit shall be solid, continuous vent or spot vented as indicated on work write-up sheet. Screen wire used shall be aluminum 18/14 mesh.

NOTE: All newly installed wooden soffit shall receive one coat primer and one coat of exterior oil base semi gloss. Nails used shall be galvanized type and countersunk and holes to be filled with putty.

63. GUTTER, DOWNSPOUTS - ALUMINUM BAKED ENAMEL OR GALVANIZED

- a. Aluminum shall be installed over existing fascia or back-stop with hangers recommended by manufacturer. Downspouts shall be placed over concrete splash box.
- b. Galvanized installation shall be same as above.

64. ROOF - GENERAL SPECIFICATIONS

All roofing shall be applied in good workmanship-like manner and according to the work write-up and meet Southern standard Building Code, 1976 Edition and any applicable local amendments.

All valleys, flashings and eave drips shall be replaced with standard galvanized metal, a minimum of 20 gauge. Eave drips to be backed by 1"x2" P.T. strip from rafter ends of fascia.

All vent pipes shall be properly flashed with approved lead, sleeve type flashings, pitch pans or other approved methods.

All damaged or rotted sheathing boards shall be replaced with new. End joints shall be made over a rafter. Sheathing supporting verge rafters shall extend back onto the roof at least 4 feet.

Any repair work on roof covering shall match existing as close as possible.

Roof tile shall not be applied to the surface of roofs having an incline of less than 2-1/2 in 12. Tile shall be stacked on roof for a period of seven days before laying in setting bed. Tile is to be wet down before applied.

See Table 8 for fastener schedule. Smaller size head nails may be used provided metal discs are used with them.

64. ROOF - GENERAL SPECIFICATIONS (continued)

When new roofing is installed in conjunction with aluminum fascia, eave drips, gravel stops and flashing shall be matching aluminum.

When new roofing is installed, sagging portions of roof shall be corrected. Purlins or sole plates shall be used when necessary.

65. ROOFING - SELVEDGE EDGE

Remove existing roof, repair all damaged sheathing, rafters and related roof components. Install new flashing and eave drip and a 30-pound asphalt saturated felt. Over felt, apply Barrett SIS, or GAF Double Coverage, or equal.

66. ROOFING - BUILT-UP (TAR AND GRAVEL)

Remove existing roof covering and replace damaged sheathing, rafters and related roof components. Apply one 30# layer of felt tin tacked and then apply two layers of 15# felt mopped on. Flood coat and apply gravel.

67. ROOFING - METAL

Remove existing roof, repair sheathing and rafters. Install metal starting strip on verge rafters and roof indicated sections with 5-V-Crimp metal roofing and FHA type metal drip edge.

68. ROOFING - STRIP SHINGLES (ASPHALT)

Remove existing roof covering and replace damaged sheathing, rafters and related roof components. Apply one 30# layer of felt and then apply one layer 15# felt mopped on. Install 240# 3-TAB self-sealing asphalt shingles. Install new flashing and eave drip.

69. CABINET - VANITY

Base cabinets shall be made of 5/8" to 3/4" Veneer grade A-B plywood. Finish shall be of furniture quality or Formica clad minimum 1/32" thickness over 5/8" to 3/4" CC grade plywood or imitation molded marble top and doors to self closing hinges.

70. CABINET - MEDICINE

Shall be standard size, recessed, with minimum three (3) shelves, a mirror, unless otherwise specified on Bid Specifications.

71. CABINET - KITCHEN BASE

- a. Base cabinets shall be made of 5/6" to 3/4" Veneer grade A-B plywood. Finish shall be of furniture quality or Formica clad minimum 1/32" thickness over 5/8" to 3/4" C-C grade plywood. No wafer board, structural particle board or oriented strand board shall be used. Top of cabinet shall be approximately 25" wide with 4" minimum back splash Formica Curv-a-Top(.052) minimum thickness or equal. Over 5/8" to 3/4" C-C grade plywood, self-closing hinges and side mounted drawer guides and all hardware to be included.
- b. Include a fixed shelf where possible.

72. CABINET - KITCHEN UPPER

Upper kitchen cabinets shall be made of 5/8" to 3/4" Veneer grade A-B plywood. Finish shall be of furniture quality or Formica clad minimum 1/32" thickness over 5/8" to 3/4" C-C grade plywood. Adjustable shelves in single door wall cabinets and self closing hinges.

73. COUNTER TOP

Shall be approximately 25" wide or greater with minimum 4" backsplash Formica Curve-a-Top (.052) minimum thickness or equal over 5/8" to 3/4" C-C grade plywood.

74. CLOSETS

Build a clothes closet in the indicated room by installing 2" x 4" studs, 16" on center, from floor to ceiling. Inside dimensions to be 2" - 0 by specified length. Closet shall be finished inside and out to conform with room. Baseboard, Louvered doors and trim out, clothes shelf and rod inclusive.

75. ELECTRICAL

Electrical Contractor shall verify adequacy of existing electrical service for adding electrical devices. All electrical work shall comply to applicable codes. Contractor shall pay for all charges, for new connections or services increase by F.P.L.

The electrical Contractor shall notify Building Inspector of any unsafe or inadequate wiring before submission of his bid to the General Contractor. Once electrical Contractor has submitted his bid and it has been accepted by the General Contractor, the General Contractor will be held responsible for the acceptance of all the wiring by the electrical inspector.

When specified, the following items shall consist of:

- a. Service shall include increasing capacity to indicated amps, grounding and lightning arrester.
- b. Service and panel box shall include increase of service as indicated, box with number of circuits as indicated, lightning arrester and ground, distribute all circuits to avoid overload of service.
- c. All appliance circuits shall be separate circuits and as required, G.F.C.I. outlets in bath, kitchens and exteriors.
- d. When light fixtures are called for, the following Hampton Bay "Thomas" fixtures shall be used unless otherwise specified:
 - (1) L.R., D.R., B.R. Ceilings.....Model No. SL7510
 - (2) Kitchen.....Model No. SL468-4
 - (3) Bath.....Model Nos. SL282 or SL286
 - (4) Hall Ceiling.....Model No. SL8436-8
 - (5) Outside Entrance "Hampton Bay"Model Nos 103-228 Wall and 385-589 Ceiling
- e. New receptacles to be duplex ivory, 15A-20 amp units as per code.

76. APPLIANCES

General - All new appliances to be specified in work write-up as to model, color and location. Contractor is to provide the Department of Community Improvement with all warranties and/or guarantees.

- a. Electrical Ranges shall be G.E. 30" Free Standing Electric Range Model # JPB68HK installed and tested for proper operation.
- b. Gas Ranges shall be connected to gas supply and tested for proper operation. Duplex receptacle shall included with range when needed for range accessories.
- c. Range Hoods shall match range quality.
- d. Refrigerator shall be installed in level position with duplex receptacle no more than one (1) foot from unit.

77. HEATING

All heaters will conform to applicable codes.

- a. Gas - Indicated model shall be installed in area designated and tested for proper operation.
- b. Electric - Indicated model shall be installed in area designated and tested for proper operation. Individual heaters shall be on separate circuits as per Southern Standard Building Code.

All electric heaters shall be equipped with forced air operation.

78. PLUMBING

General - All plumbing shall comply with the Southern Standard Plumbing Code in effect as well as any local amendments. All work consisting of 50% or more of existing value must be brought up to present code and conditions.

Contractor to be responsible for all permits and inspections necessary.

Before submitting his bids, the plumbing Contractor shall verify the adequacy of existing water and sewer mains. Once the contract is let, the General Contractor will be responsible for the passing of all plumbing by the plumbing inspector.

All tubs, sinks, lavatories, water heaters and/or water closets, when provided new, shall be installed complete: from the nearest fittings with 1/2" copper lines, sweat type fittings, all new chrome trim and fittings as specified. This includes, but is not limited to, faucets, traps, supply and return pipes, stops, and diverter valves. When a shower head and supply lines are called for, they shall be accompanied by separate shut-offs and shower rod.

All work shall include vents, clean-outs, trap and other items required by local codes.

- a. Electric Water Heaters shall be installed complete with separate 220 volt circuit. Unit to be a 220 volt double element energy efficient model with high limit safety cut-off and a pressure relief valve run to the outside or drained into a over flow pan. with a minimum 5-year guarantee.
- b. Gas Water Heaters shall be installed complete with gas lines and properly vented.
- c. Washing Machine Connection - Install vent and drain with all necessary waste lines, hot and cold water supply lines, bibs, and one (1) grounded duplex 110V electric outlet within 2 feet of washer location. (NS does not provide washer/dryer units).
- d. Tub - Remove old bathtub and replace with a new 5-foot porcelain on steel bathtub.

- e. Tub Fixtures Faucet - Remove old tub fixtures and replace with Moen model # L8283 single lever valve, shower head and tub down spout.
- f. Vanity Lavatory - Replace with new cast iron unit 18" x 15" wall hanger with all necessary fittings and plumbing (American Standard Cadet Model #8115 or equal) when replacing wall hung sink. When replacing cabinet style use cultured marble (All cabinets to be all wood in construction).
- g. Water Closet - Replace with new Kohler Well Worth Model # 99-146 or equal with water saver tank, complete with supply, and all plumbing necessary to install new toilet. This includes a new seat new seat.
- h. Kitchen - Replace with two compartment stainless steel sink with ledge mounted swing spout faucet, stainless steel strainer and stops as well as necessary fittings. Faucet to be American Standard Cadet Model # 8410 or equal.
- i. Sewer - Trench and lay PVC schedule 40 sewer pipe as per code. Make complete connections at street stub-up and house outlet complete with clean-outs as per local code.
- j. Water Line - Trench to one (1) foot and lay 3/4" potable PVC Schedule 40 or copper line, and connect to meter and house line as per local code.
- k. Septic Tank - Completely pump out tank, knock holes in the bottom and fill with sand or approved material.

79. FENCES

- a. Shall consist of the chain link variety. Hot dipped galvanized #11 minimum wire, posts, and fasteners. Entrance gates shall be minimum 36", driveway gates minimum 10'. Posts shall be anchored in concrete. All fence installations shall be surveyed.
- b. As specified.

80. DEMOLISH AND REMOVE FROM PREMISES, HAUL AWAY DEBRIS

All items listed under this specification shall be removed from the premises before calling for final inspection. Remaining areas shall be left clean.

81. PEST EXTERMINATION

- a. When termite treatment is specified, all structures on property are to be treated. The "treatment" shall be that treatment is recommended by a bonded, licensed exterminator to rid the structures of any and all types of termites and shall carry a minimum guarantee of one (1) year.

- b. Other treatment as specified.

Chemicals used shall be those that will cause the least inconvenience to the property owner (moving of foam rubber articles, plants, etc..).

Any damage to the structure, interior or exterior, or to the property (plants, etc.) caused by termite treatment, shall be repaired or replaced by the exterminating contractor.

82. PAINTING - GENERAL SPECIFICATIONS

No interior or exterior painting is to be done without a painting inspection and written approval to proceed.

All painting including prime coat, second coat and final coat shall be done only by licensed Contractor.

The first paint inspection is to be made after surface preparation. Second inspection after application of first coat.

The final inspection is to be made after application of final coat.

Painting shall be done at such times when dust free and heat work may be achieved.

All painting, including prime coat, second coat and final coats, shall be done only by a licensed Contractor and the workmanship shall be of professional quality. The painter shall apply each coat at the rate recommended by the manufacturer, smoothly without runs, sags or holidays and be applied in strict accordance with manufacturer's specifications.

All paint and other finished materials shall be M.A.B., Bear, Porter, Pittsburgh, Sherwin Williams or Benjamin Moore only. All paint shall be mildew resistant. No lead based paint will be authorized. Any painting over dirt, loose, scaling or peeling paint will be rejected.

All joints in trim, siding and frames shall be caulked by gun method before application of paint. Prepare surfaces by scraping loose paint, point up all cracks and holes and sand smooth both exterior and interior surfaces. Paint colors shall be selected by Owner only.

No paint shall be applied until all nail holes have been puttied and all defects in woodwork have been eliminated.

All surfaces to receive paint, number of coats and special applications are indicated. All surfaces including floors, walls, ceilings, trim, doors and windows shall be cleaned out and excessive paint removed from same upon completion of painting. Reasonable care shall be exercised in moving ladders and scaffolding about dwelling to avoid damage to shrubbery and premises.

The painting out of a room shall include all walls, ceilings, base trim, windows, window and door trim, interior and exterior of all closets and kitchen cabinets and both sides and edges of doors.

All newly installed wood shall receive one coat of primer or undercoat and two coats of semi gloss paint.

All paint is to be removed from both sides of window, trim and door glass by painting Contractor.

All paint shall be delivered to the job site in unopened containers.

a. Exterior Paint

Wood - All exterior wood, siding, soffits, fascia, trim, etc., shall be painted using an exterior oil based penetrating undercoat and one or two coats alkyd enamel semi gloss paint or equal.

Stucco - All stucco shall be painted using an oil based penetrating sealer and flat acrylic latex house paint.

b. Interior Paint

Kitchen and bath walls and ceiling shall be painted using an alkyd enamel, high or semi gloss.

All other rooms shall be painted using a latex, acrylic, water-based, semi gloss paint. (Equal to Sherwin Williams, Hi-Hide, and latex acrylic semi gloss.)

Ceilings shall be painted white using a latex water-based flat paint. (Except in kitchens and baths where a white high or semi gloss oil-based enamel is to be used.)

Doors and Trim - Existing doors and trim to receive one (1) coat oil-based penetrating sealer and semi gloss alkyd enamel on sides, top, bottom and edges.

New Doors and Trim - Prime One (1) coat oil-based penetrating sealer and paint as needed with high or semi gloss alkyd enamel on sides, top, bottom and edges.

c. Aluminum - High gloss alkyd enamel over prime coat equal to Sherwin Williams Kem Lustra Enamel.

d. The Contractor will supply extra paint to the homeowner to match in color and brand that which was used as the final coat; amounts as follows:

Exterior - one gallon

Exterior Trim - one quart

Kitchen and Bath - one quart

Bedrooms - one quart

Living and Dining Room - 1/2 gallon

83. LANDSCAPING

- a. Fill - Provide and install clean sand or fill in designated low areas.
- b. Sodding - Level designated area and clean free of all debris. Sod with St. Augustine or Bahia as specified in smooth uniform manner. Water all grass upon application.
- c. Tree Removal - Remove rotted trees or shrubs. Leave no exposed roots. Fill hole and patch area with sod where applicable.

84. WALKS

Sidewalks to be formed and poured as shown on write-up. Concrete to be 2500 lb. 4" thick, broom finish, edged and lined. To be graded to allow all water to run off.

85. BLACKTOP DRIVES

Install blacktop drive as per work write-up. Include necessary grading to receive base and topping. Blacktop not to be less than 1" thick after compaction. Finish grade adjoining areas.

86. CONCRETE DRIVES

Per code, 4' thick, 10'-0" wide. Aprons to be 6" thick with 6x6 10/10 wire mesh. Sidewalks extending through drive should also be 6" thick.

87. CARPETING

All carpet and pad shall meet HUD FHA requirements and a written manufacturer's certification must be submitted or carpet shall be labeled per U.S. 44C.

- a. Colors shall be selected and approved by the Owner prior to installation.
- b. Carpet shall not be installed until all interior work is completed.

88. INSULATION

Insulation indicated in the work write-up shall include: insulation, preparation of existing areas to receive insulation, cleanup and protection of work and certification of material.

- a. Insulation material may be "Insulite", blown rock wool, rock wool batts and fiberglass batts, Johns-Manville or equal. Batts shall be a full 3" thick and blown wool shall be a minimum thickness to provide an R-19 rating. Provide minimum 1" airspace between roof decking and insulation baffle around perimeter of attic.

- b. All insulation shall be installed as per manufacturer's recommendations and shall comply with Florida State Energy Code.

LAND DEVELOPMENT REGULATIONS SECTION 4.6.16 LANDSCAPE REGULATIONS SECTION F

89. LANDSCAPING CONTINUED (ADDENDUM)

1. Irrigation Requirements: All landscaped areas shall be provided with a sprinkler system, automatically operated, in order to provide complete coverage of all plant material and grass to be maintained. Systems shall be designed to permit all zones to be daylight watering as established in the South Florida Water Management District Guidelines. Exceptions to be the requirements to provide irrigation are noted below:
2. Irrigation of Existing Plant Communities: Existing plant communities and ecosystems, maintained in a natural state, do not require and shall not have any additional irrigation water added in any form.
3. Re-established Native Plant Areas: Native plant areas that are supplements to existing plant community or newly installed by the developer may initially require additional water to become established. The water required during the establishment period shall be applied from a temporary irrigation system, a water truck or by hand watering from standard hose bib source.
4. Irrigation Design Standards: The following standards shall be considered the minimum requirements for landscape irrigation design:
 - a. All landscaped areas shall be provided with an irrigation system, automatically operated, to provide complete coverage of all plant materials and grass to be maintained. The source of water shall be pursuant to Section 6.2 10 (B) (5). The use of recycled water is encouraged.
 - b. Wherever feasible, sprinkler heads irrigating lawns or other high water demand landscape areas shall be circuited so they are on a separate zone or zones from those irrigating trees, shrubbery or other reduced water requirement areas.
 - c. Automatically controlled irrigation systems shall be operated by an irrigation controller that is capable of watering high water requirement areas on a different schedule from low water requirement areas.
 - d. Sprinkler heads shall be installed and maintained so as to minimize spray upon any public access, sidewalk, street or other non-pervious area.
 - e. The use of low trajectory spray nozzles is encouraged in order to reduce the effect of wind velocity on the spray system.
 - f. The use of low volume or drip systems is encouraged.
 - g. The technology for moisture sensing devises improved, their use is encouraged.

- h. The use of pop-up sprinkler heads is required in the swale area between the property line and the edge of pavement of the adjacent right-of-way to minimize pedestrian hazard.

LAND DEVELOPMENT REGULATIONS ARTICLE 7.6 PLUMBING CODE, SECTION 7.6.2

90. LAWN SPRINKLERS: (1205)

- a. Lawn sprinkler systems shall be equipped with an approved backflow preventer on the discharge side of each of the last valves. the backflow preventer shall be at least six (6) inches above the highest head, and at no time less than six (6) inches above the surrounding ground. Where combination control valves and backflow preventers are installed, the bottom of the valves shall constitute the bottom of the backflow preventer.
- b. The following work must be performed by a person holding a current Florida state registered or certified plumbing license and registered with the City of Delray Beach, Florida. The plumber shall cut the tee in the line for the sprinkler line take-off. The sprinkler firm may take it from there provided they follow the code and have the proper inspection.
- c. An approved check valve shall be installed in the main supply line on the meter side before the first sprinkler circuit take-off.
- d. All sprinkler systems shall also comply with the State sanitary code and any current revisions.
- e. Sprinkler heads will be installed so that no water shall spray on a public street or sidewalk. If after they are installed the plumbing inspector shall find such a condition exists at any time, the contractor who installed same, shall correct the condition after being notified by the plumbing inspector.

LAND DEVELOPMENT REGULATION ARTICLE 7.7 WELLS AND SPRINKLER SYSTEMS

91. WELLS FOR NON-POTABLE WATER; SPRINKLER SYSTEM

Section 7.7.9 Permit Required: It shall be unlawful for any person or his agents or employees to drive or drill any water well for non-potable uses or to install any sprinkler system within the city without first having obtained a permit from the City Building Department to do that work.

Section 7.7.10 Application of State Sanitary Code: All sprinkler systems shall be installed in accordance with Chapter 4, Section 10-D of the State Sanitary Code and current revisions.

Section 7.7.11 Duties of City Building Official; Inspections:

- (A) Before a permit shall be issued, the Building Official or his designee, shall ascertain whether or not the well or sprinkler system is to be connected with the public water supply of the city in any way and shall see that the requirements of all ordinances, rules and regulations protecting the health and safety of the citizens of the city are met.
- (B) The Building Official shall inspect all work, including any sprinkler system that be supplied by the well, before the well is covered and final connection is made.

Section 7.7.12 Location of Well from Septic Tank or Drain field:

No well shall be permitted within a distance of 75 feet from any septic tank or drain field.

Section 7.7.13 Work to be Done by Licensed Plumber:

The following work must be performed by a person holding a current state registered or certified plumbing license and registered with the city. Nothing herein shall prohibit the homeowner from performing this work in accordance with Section 7.7.2 of this Article.

- (A) The main water line shall rise a minimum of six inches above the highest sprinkler head with gate valve installed in line to control each sprinkler circuit.
- (B) An approved backflow preventer shall be installed on the discharge side of the gate valve controlling the circuit.
- (C) An approved check valve shall be installed in the main supply line on the meter side of the first sprinkler circuit takeoff.
- (D) The house or building water supply shall be connected to main supply pipe between meter and check valve.

ACCEPTABLE MATERIALS FOR WELL SYSTEMS

- WELL SYSTEM
- 1 1/2" ZONE LINES
- 1" PVC PIPE
- 3/4" PVC PIPE
- 1 1/4" PVC PIPE
- 2" - WELL PVC

TORO SPRINKLER HEAD WITH SWING JOINTS

- SLEEVES 1 1/2 " PVC
- INTERMATIC 220 TIMER
- STAYRITE - PUMP (2HP)

Question and Answers for Bid #Q2016-435 - Housing Rehabilitation Program 435

Overall Bid Questions

There are no questions associated with this bid.