



CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE  
DELRAY BEACH, FL 33444

**Invitation to Bid No. 2017-004  
Neighborhood Services Division  
Housing Rehabilitation Program 14-510**

<b>MAYOR</b>	<b>- CARY D. GLICKSTEIN</b>
<b>VICE MAYOR</b>	<b>- AL JACQUET</b>
<b>DEPUTY VICE MAYOR</b>	<b>- JORDANA JARJURA</b>
<b>COMMISSIONER</b>	<b>- MITCH KATZ</b>
<b>COMMISSIONER</b>	<b>- SHELLY PETROLIA</b>
<b>CITY MANAGER</b>	<b>- DONALD B. COOPER</b>

**Purchasing Department ♦ (561) 243-7161 ♦ [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)**

**CITY OF DELRAY BEACH  
INVITATION TO BID  
No. 2017-004**

**Bid Cover Page**

<b>Title:</b>	<b>Neighborhood Services Division Housing Rehabilitation Program 14-510</b>
<b>Contractor's Name (full legal name including any dba):</b>	
<b>Contractor's Email:</b>	

**Submission Deadline: October 13, 2016 by 2:00 P.M. ET**

**Submissions Accepted Via: BidSync.com, Mail, Courier, or in Person**

**Submit to: City of Delray Beach  
Purchasing Division  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444**

**Comments: A facsimile copy will not be accepted as a sealed Bid.**

**City of Delray Beach  
Confirmation of Receipt (Date/Time Stamp):**

**CITY**

**Bid 2017-004  
Neighborhood Services Division  
Housing Rehabilitation Program 14-510**

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**CITY OF DELRAY BEACH  
PURCHASING DEPARTMENT  
TEL: (561) 243-7161  
FAX: (561) 243-7166**

### **INVITATION TO BID INSTRUCTIONS**

**ITB NO: 2017-004**

**TITLE: Housing Rehabilitation Program 14-510**

**ISSUE DATE: September 15, 2016**

**DEPARTMENT: Community Improvement  
(Neighborhood Services Division)**

**DUE DATE: October 13, 2016**

**TIME: 2:00 PM ET**

The City of Delray Beach, Florida is soliciting proposals for the provision of housing rehabilitation services, as identified in the Scope of Services herein. Any individual, firm or company wishing to submit a bid (Bidder) must comply with the requirements contained in this Invitation to Bid (ITB).

A Non-Mandatory Pre-bid conference has been scheduled for Friday, September 23, 2016 at 1:00pm ET in the City of Delray Beach (City) City Hall Building, 1<sup>st</sup> Floor Conference Room, 100 N.W. 1st Avenue, Delray Beach, FL. Bidders are encouraged to attend and ask questions.

1. **NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:
  - Bidsync – [www.bidsync.com](http://www.bidsync.com)
  - City of Delray Beach [website](#)
  - Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)
  - Hard copies are available at City Hall

These are the only methods of notification and distribution authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Bidder's responsibility to verify the validity of all ITB documents and solicitation information received by sources other than those listed.

2. **REQUIRED INFORMATION:** This ITB contain various sections which require completion. Responses to this ITB (Bids) must be completed and returned prior to the Due Date and Time set for Proposal opening or the Bid will be found non-responsive.
3. **CORRESPONDENCE:** The number of this ITB must appear on all correspondence, or inquiries, pertaining to this ITB.
4. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this ITB shall become the property of the

City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

5. **ADDENDA:** Any interpretations, corrections or changes to this ITB will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above.
6. **ELECTRONIC SUBMISSION:** Electronic Bids may be submitted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this Invitation to Bid (ITB). It is the sole responsibility of the Contractor to ensure their bid response (Bid) reaches BidSync before the ITB Due Date and Time. There is no cost to the Bidder to submit a response to a City of Delray Beach (City) ITB via BidSync. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.
7. **PAPER SUBMISSION:** Paper copies of Bidder's Bid can be submitted as an alternative method. All copies of the Bid must be received on or before the Due Date and Time (local time) at the City of Delray Beach, Florida at the City Hall Lobby Reception Desk located at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444 in a sealed container unless otherwise indicated.

It is the sole responsibility of the Bidder to utilize the forms provided in this ITB and to ensure their Bid reaches the Purchasing Department on or before, the Due Date and Time. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. Bidder's name, return address, the ITB number, ITB title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original paper copy clearly marked "ORIGINAL".
  - Two (2) duplicate paper copies clearly marked "COPY" with all required information and identical to the original.
  - One (1) electronic copy with all required information, and identical to the original, on a universal serial bus (USB) portable flash memory card. Electronic copies should be in Adobe Acrobat<sup>®</sup> pdf format in one continuous file. Do not password protect or otherwise encrypt electronic copies
8. **BID OPENINGS:** All Bids submitted shall be publicly opened at City Hall, located at 100 N.W. 1st Avenue, Delray Beach, FL or another designated City location as posted. The Purchasing Department will decrypt electronic bid responses received in BidSync immediately following the designated Due Date and Time.
  9. **LATE BIDS – PAPER SUBMISSION:** Bids received after the Due Date and Time shall be returned to Contractor unopened and will be considered non-responsive. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.
  10. **EVALUATION OF BIDS:** The review process will be conducted in two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Bidder submitted a Bid that conforms in all material respects to the requirements in the ITB and is responsive. Among other things, a Bid may be found non-responsive if the Bidder fails to

provide the information requested in the Bid; fails to utilize or complete the required forms; provides incomplete, indefinite, or ambiguous responses; fails to comply with the applicable deadlines; provides improper or undated signatures; or provides information that is false, misleading, or exaggerated. A responsible Bidder means a Bidder meets the minimum qualification requirement(s) of this ITB.

In Phase Two, the Bid Tabulation will be completed for those Bidders that are deemed responsive and responsible.

11. **QUESTIONS:** Each Bidder must examine this ITB, which incorporates all its addenda, appendices, exhibits and attachments. All questions concerning this ITB, such as technical specifications, discrepancies, omissions and exceptions to any term or condition of the ITB documents, including the Sample Agreement, should be submitted in writing utilizing the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the Solicitation Schedule for this ITB.

The City's response to questions and requests for information will be answered within the question/answer feature provided by BidSync. Additionally, all questions received and responses given will be provided via an addendum to this ITB and uploaded to BidSync. Material changes, if any, to the requirements, scope, specifications, or the solicitation process will be made by official written addendum issued by the City and uploaded to BidSync as an addendum to this ITB.

Submission of a Bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The questions submitted and answers provided in BidSync shall become part of any Agreement resulting from this ITB.

12. **SCOPE OF SERVICES:** The City is seeking bids from qualified firms for housing rehabilitation services that meets the specifications and requirements as stated herein.
13. **CITY'S ACCEPTANCE:** Unless otherwise specified herein, the Contractor will allow a minimum of ninety (90) days from the Due Date and Time for acceptance of its Bid by the City Manager and/or City Commission.
14. **AWARD:** The City reserves the right to waive minor defects, variations to specifications, informalities, irregularities and technicalities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and/or to accept Bids that in its judgment will be for the best interest of the City. The City may also reject any or all Bids without cause prior to award.

15. **BID FORMAT:**

Bids must be submitted in the following format:

Chapter 1	Bid Cover Page
Chapter 2	Bid Submittal Signature Page Form 1
Chapter 3	Exhibit A
Chapter 4	Forms 2-14
Chapter 5	Form 13 Acknowledgement of Addenda

**16. SOLICITATION SCHEDULE:**

<b>ACTIVITY</b>	<b>DATE</b>
Issue ITB	<b>September 15, 2016</b>
Deadline for Delivery of Questions	October 6, 2016 by 5:00pm ET
Due Date and Time (for delivery of Bids)	October 13, 2016 by 2:00pm ET
Institute Cone of Silence	October 13, 2016
Evaluation Complete(Responsive and Responsible)	<b>With-in 3 days</b>
Bid Tabulation Complete	<b>With-in 7 days</b>

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## **SECTION 1: BIDDERS SPECIAL CONDITIONS**

### **A. INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work prior to the non-mandatory pre-bid conference and fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of this Agreement. The Bidder should thoroughly examine and familiarize themselves with the Drawings, Technical Specifications and all other Agreement documents. The Contractor by the execution of this Agreement shall in no way be relieved of any obligations under it due to Bidder's failure to received or examine any form or legal instrument or to visit the site and acquaint themselves with the conditions there existing and the City will be justified in rejecting any claim based on facts regarding which Bidder should have been on notice as a result thereof.

### **B. ALTERNATIVE BIDS**

No alternative bids will be considered unless specifically requested by the Neighborhood Services Division.

### **C. BID GUARANTY**

Each Bid must be accompanied by a bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bids. At the option of the Contractor, the bid guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value), or a bid bond utilizing the bid form provided by the City.

Bid bonds shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required bid guaranty.

Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Agreement documents.

Revised Bids submitted before the Due Date and Time, regardless of the delivery method, if representing an increase in excess of two percent (2%) of the original Bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified check or bank drafts of the amount thereof, bid bonds, and negotiable U.S. Government Bonds of unsuccessful Bidders will be returned as soon as practical after Award of the Agreement.

### **D. COLLUSIVE AGREEMENTS**

Each Bidder accepting an Agreement through the City for any portion of the work



contemplated by the Agreement documents on which bidding is based, shall execute an affidavit substantially in the form herein provided, to the effect that Bidder has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

**E. NON-SEGREGATED FACILITIES AGREEMENT**

Each Bidder accepting an agreement through the City shall execute an affidavit, in the form herein, providing to the effect that Bidder will not maintain or provide for segregated facilities.

**F. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall, upon request of the Neighborhood Services Division, furnish a Statement of Bidder's Qualifications, a copy of which is included in this ITB, a statement of the Bidder's qualifications, experience record in constructing the type of improvements contemplated in this ITB, Bidder's organization and equipment available for the work contemplated and, when specifically requested by the Neighborhood Services Division, a detailed financial statement.

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

**G. PROJECT SITE**

The Project Area or Areas consists of the following:  
- - - - See Exhibit A - - - -

**H. BID PROTEST: PROTEST OF AWARD / PROTEST BOND**

Parties that are not actual Bidders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made

After the notice of intent to award an agreement is posted, any actual Bidder who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Chief Purchasing Officer by 4:30 p.m., E.T. on the third business day after posting of the intent to award (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such Bidder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids is subject to the protest procedure.

Any Bidder filing a protest (Protester) shall simultaneously provide a Protest Bond to the City in the amount of fifteen thousand dollars (\$15,000). If the protest is decided in the Protester's favor the entire protest bond will be returned to Protestor. If the protest is not decided in the Protester's favor the protest bond shall be forfeited by the Protestor to the City. The protest bond shall be in the form of a cashier's check.

Protest shall be addressed to:  
City of Delray Beach  
Chief Purchasing Officer  
100 N.W. 1<sup>st</sup> Ave  
Delray Beach, FL 33444

[Remainder of page intentionally left blank]

## SECTION 2: GENERAL CONDITIONS

This ITB, the General Conditions, Instructions to Contractors, Bidder's Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this ITB and by reference are made a part hereof.

Whenever used in the General Conditions and any of this Agreement documents, the following meanings shall be given to the terms herein defined:

### A. DEFINITIONS:

1. **Agreement** - the Agreement executed by the City and the Contractor, of which these General Conditions, Parts I and II form a part hereof.
2. **Contractor** - the person, firm or corporation entering into an agreement with the Homeowner to construct and install the Improvements embraced in this Agreement.
3. **Engineer** - the City Community Improvement Department, serving the local public agency with architectural or engineering services, his successor, or any other person or persons employed by said local agency for the purpose of directing or having in charge the work embraced in this Agreement, the said engineer acting, directly or having in charge the work embraced in this Agreement, the said Engineer acting directly or indirectly through any Assistant Engineer having immediate charge of a portion thereof limited by the particular duties entrusted to him.
4. **Local Government** - City (town, borough, or political subdivision) within which the Project Area is situated.
5. **Agreement documents** - includes the following: executed Agreement, any addenda issued to the ITB, the ITB, Instructions, Signed Copy of successful Bidder's Bid, General Conditions; Parts I and II, Bidder's Special Conditions, Technical Specifications, and Drawings.
6. **Technical Specifications** - that part of the Agreement documents which describes outlines and stipulates; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Agreement.
7. **Secretary** - the Secretary of Housing and Urban Development, or other persons who may be at the time acting in the capacity or authorized to perform the functions of such Secretary, or the authorized representative thereof.

### B. SUPERINTENDENCE BY CONTRACTOR

1. Except where the Contractor is an individual and gives his/her personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City, on the work at all times during working hours with full authority to act for him/her. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work.
2. The Contractor shall lay out the work and Contractor shall be responsible for all work

executed by him/her under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from Contractor's failure to do so.

### **C. SUBCONTRACTORS**

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

### **D. OTHER CONTRACTS**

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

### **E. FITTING AND COORDINATION OF WORK**

1. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractor or material men engaged upon this Agreement. Contractor shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.
2. Pre-Construction Conference. At the awarding of this Agreement and the issuance of the "Notice to Proceed" order, a pre-construction conference will be held between the Contractor, a representative of the Neighborhood Services Division and any other persons designated by the City to have a material interest in the work. The time and place of this conference will be set by the Neighborhood Services Division. The Contractor shall bring with him to this conference a copy of his proposed work progress schedule for the job.

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

**F. MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

**G. PAYMENTS TO CONTRACTOR**

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

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

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

**H. CHANGES IN THE WORK**

The Neighborhood Services Division may make changes in the scope of the work required to be performed by the Contractor under this Agreement of making this Agreement, and

without relieving or releasing the Contractor from any of Contractor's obligations under this Agreement or any guarantee given by him pursuant to this Agreement provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Agreement unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of this Agreement, unless in pursuance of a written order from the Neighborhood Services Division authorizing the Contractor to proceed with the change. No claim for an adjustment of this Agreement Price will be valid unless so ordered.

If applicable unit prices are contained in this Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices), the Neighborhood Services Division may order the Contractor to proceed with desired unit prices specified in this Agreement; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in this Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under Special Conditions.

If applicable unit prices are not contained in this Agreement or if the total net change increases or decreases the total Agreement Price more than twenty-five percent (25%), the Neighborhood Services Division shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable, The Neighborhood Services Division will prepare the change order in accordance therewith for acceptance by the Contractor and
2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Neighborhood Services Division may order the Contractor to proceed with the work on a cost-plus limited basis. A cost-plus limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
3. Each change order shall include in its final form:
  - i. A detailed description of the change in the work,
  - ii. The Contractor's proposal (if any) or a conformed thereof,
  - iii. A definite statement as to the resulting change in this Agreement price and/or time; and
  - iv. The statement that all work involved in the change shall be performed in accordance with Agreement requirements except as modified by the change order.

**I. CLAIMS FOR EXTRA COST**

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

**J. TERMINATION OF DELAYS**

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

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

1. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
2. Acts on the part of the Owner or the Neighborhood Services Division.
3. Causes beyond the control and without the fault or negligence of the Contractor including but not restricted to the following: Acts of God, acts of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. (This does not include stop work orders for code violations.)

It shall be the responsibility of the Contractor to notify the City's Neighborhood Services Division in writing of any such delay within ten (10) consecutive days. Upon receipt of such notification the Neighborhood Services Division will evaluate the cause and extent of delay. If upon the basis of the facts and the terms of this agreement, the delay is found properly excusable, the City Neighborhood Services Division shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. In the event of Agreement termination, the provisions of this Agreement pertaining to: Conflict of Interest, Governmental Audit; and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

**K. ASSIGNMENT OR NOVATION**

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

**L. DISPUTES**

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

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Neighborhood Services Division will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to Contractor's last known address.

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



**M. TECHNICAL SPECIFICATIONS AND DRAWINGS**

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

**N. SHOP DRAWINGS**

All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Neighborhood Services Division in duplicate for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of this Agreement time will be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him/her for proper resubmission. If any drawings show variations from the requirements of this Agreement because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in its letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Agreement price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with this Agreement even though the drawings have been approved.

If a shop drawing is in accord with this Agreement or involves only a minor adjustment in the interest of the City not involving a change in Agreement price or time, the Neighborhood Services Division may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to this Agreement or for any error in the drawing and shall contain in substance the following:

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

**O. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Neighborhood Services Division for any additional information not already in his possession which should be furnished by the Neighborhood Services Division under the terms of this Agreement and which Contractor will required in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by

which each will be required by the Contractor. The first shall be submitted within two weeks after Agreement award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Neighborhood Services Division may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in work arising from Contractor's failure to comply fully with the provisions of this Section.

**P. MATERIALS AND WORKMANSHIP**

Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Neighborhood Services Division shall decide the question of equality.

The Contractor shall furnish to the Neighborhood Services Division for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate the work. (See Section 117 thereof.)

Machinery, mechanical and other equipment, materials and articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard such as an American Society of the International Association for Testing and Materials (ASTM) standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed herein.

The City may require the Contractor to dismiss from the work such employee or employees as the City or the Neighborhood Services Division may deem incompetent, careless or insubordinate.

**Q. SAMPLES, CERTIFICATES AND TESTS**

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in this Agreement documents or required by the Neighborhood Services Division, promptly after award of this Agreement and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples of certificates have been approved in writing by the Neighborhood Services Division. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of this Agreement time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The

accompanying certificate of letter from the Contractor shall state that the sample complies with Agreement requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Neighborhood Services Division in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Agreement requirements. After actual deliveries, the Neighborhood Services Division will have such check tests made as it deems necessary in each instance and may reject materials and equipment or accessories which for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Neighborhood Services Division will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in this Agreement, the cost of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Neighborhood Services Division.
2. The Contractor shall assume all costs of retesting materials which fail to meet Agreement requirements.
3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
4. The City will pay all other expenses.

## **R. PERMITS AND CODES**

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

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installations is in

compliance with the Drawings, Bid Proposal Work Write-Up and Technical Specifications), the Contractor shall remove such work without cost to the City but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive, if the change had been made before the Contractor commenced work on the items involved.

The Contractor shall at Contractor's expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street paving, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements costs, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body of any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus, excavation material, debris and rubbish on or off the project area and commit not trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

#### **S. CARE OF WORK**

The Contractor shall be responsible for all damages to person or property that occur as a result of this fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City and/or Neighborhood Services Division, is authorized to act at Contractor's discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the local Public Agency as provided in Section 109 thereof.

The Contractor shall avoid damage as a result of Contractor's operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and other adjacencies, and Contractor shall at Contractor's own expense completely repair any damage thereto caused by its operations.

The Contractor shall store up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations of other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### **T. ACCIDENT PREVENTION**

No laborer or mechanic employed in the performance of this Agreement shall be required to

work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

The Contractor shall indemnify and save harmless the City from any claims for damages, resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### **U. SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### **V. USE OF PREMISES**

The Contractor shall confine his equipment, storage of materials, and construction operations to this Agreement Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Neighborhood Services Division and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the City and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

#### **W. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and

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

## X. **INSPECTION**

All materials and workmanship shall be subject to inspection examination, or test by the City at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may, by or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Neighborhood Services Division.

The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required (see Section 117 hereof). All tests by the City will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

The Contractor shall notify the Neighborhood Services Division sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Neighborhood Services Division, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.

Should it be considered necessary or advisable by the Neighborhood Services Division at any time before final acceptance of the entire work to make an examination of work already completed by uncovering same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Agreement has been delayed thereby be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Agreement may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except with regards to (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the

requirements contained in the preceding sentence, the inspection of materials as a whole or part will be made at the Project Site.

Neither inspection, testing, approval or acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or Contractor's sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

**Y. REVIEW BY THE CITY OF DELRAY BEACH**

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

**Z. DEDUCTION FOR UNCORRECTED WORK**

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

**AA. INSURANCE**

The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable State or territorial law for all his employees to be engaged in work at the site of the project under this Agreement and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.

3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of subcontractor's contract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) thereof.
4. Scope of Insurance and Special Hazards: The Insurance required under this Section, Item AA, subparagraphs 2 and 3 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this Agreement as enumerated in the Special Conditions.
5. Proof of Carriage of Insurance: The Contractors shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) calendar days written notice has been received by the City."

**BB. PATENTS**

The Contractor shall hold and save the City, its agents, its officers, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

**CC. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her to the City free from any claims, liens, or charges. Neither the Contractor or any person, firm or corporation furnishing any material or labor for any work covered by this Agreement shall have any right to a lien upon any improvement of appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection of any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City,. The provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Agreement is entered into for such materials.

**DD. GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in this Agreement nor partial or



entire use of the improvements embraced in this Agreement by the City of the public shall constitute an acceptance or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of the final acceptance of the work. The City will give notice of defective materials and work with reasonable promptness.

#### **EE. COMPLIANCE WITH AIR AND WATER ACTS**

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

1. No facility to be utilized in the performance of this Agreement or any subcontract shall be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. Contractor will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Contractor will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility utilized or to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
4. Contractor will include or cause to be included the provisions of paragraph (1) through (4) of this Section, Item EE in every nonexempt subcontract and that Contractor will take such action as the Government may direct as a means of enforcing such provisions.

#### **FF. EQUAL EMPLOYMENT OPPORTUNITY**

1. If this Agreement amount is \$10,000 or less, the following shall apply:
  - i. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting for the provision of this nondiscrimination clause.
  - ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin.

- iii. The Contractor will cause the foregoing provisions to be inserted in all subcontracts, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.
2. If this Agreement amount exceeds \$10,000, the following conditions shall apply and during the performance of this Contract, the Contractor agrees as follows:
- i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
  - ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - iii. The Contractor will send to each labor union or representative of workers with which he had a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - iv. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - v. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the Department and Secretary of Labor for purposes or investigation to ascertain compliance with such rules, regulations, and orders.
  - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Contractor may be declared ineligible for further Government Contracts or Federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor, the Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to Protect the interests of the United States.

### 3. Non-Segregated Facilities

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

The Contractor covenants that Contractor will not maintain or provide for its employees any segregated facilities at any of Contractor's establishments, and that Contractor will not permit its employees to perform services at any location, under Contractor's control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating places, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

The Contractor agrees that prior to award of subcontracts 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.

## **GG. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

1. No Members of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from same: Provided, that the foregoing provisions of this Section shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or

responsibilities in connection with the Project during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

3. The Contractor will include the provisions of this Section, Item GG, paragraphs 1 and 2 in every subcontract so that such provisions will be binding upon each Subcontract.

#### **HH. SECTION 3 CLAUSE**

The work to be performed under this Agreement is on a Project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S. Code § 1701u, Section 3 requires that to be the greatest extent feasible opportunities for training and employment be given lower income residents of the Project area and Contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Contractor will send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of Contractor's commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### **II. TIME FOR COMPLETION**

The work which the successful Bidder will be required to perform under the Agreement shall commence at the time stipulated to the successful Bidder by the City in the "Notice to Proceed" and shall be fully completed within (60) consecutive calendar days thereafter unless otherwise stated in this ITB.

#### **JJ. COMPENSATION, BASIS FOR PAYMENT, AND LIQUIDATED DAMAGES**

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

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

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

**KK. SPECIAL HAZARDS**

NONE

**LL. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY AND PROPERTY DAMAGE INSURANCE**

As required under Section 127 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$200,000 for injuries, including accidental death, to any one person, and subject to same limit for each person, in an amount not less than \$300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$50,000.

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

**MM. RESPONSIBILITIES OF CONTRACTOR**

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

**NN. COMMUNICATIONS**

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of this Agreement (or at such other office as the Contractor may from time to time designate in writing to

the City), or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered by fax, in each case address to such office.

All papers required to be delivered to the Neighborhood Services Division shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Delray Beach, Neighborhood Services Division, 100 Northwest 1st Avenue, Delray Beach, Florida 33444, and any notice to demand upon the Neighborhood Services sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or by fax to said Agency at such address, or to such other representatives of the City may subsequently specified in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as the time of actual delivery of (in the case of mailing when the same should have been received in due course of post, or by fax, at the time of actual receipt, as the case may be.)

This Section does not apply to decision given pursuant to Section 112 (b) of this Agreement.

**OO. JOB OFFICES**

With prior approval from the City, Contractor and/or its subcontractors may maintain temporary structures and facilities on the project area for a job office or storage facility as is necessary for the proper conduct of the housing rehabilitation work.

Upon completion of the housing rehabilitation work, or as directed by the City, Contractor shall remove all such temporary structures and facilities from the project area, same to become Contractor's property, and leave the project area in the condition required by this Contract.

**PP. PARTIAL USE OF SITE IMPROVEMENTS**

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

1. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
2. The Contractor shall not be responsible for any damaged or maintenance costs due directly to the use of such sections.
3. The use of such sections shall in no way relieve the Contractor of its liability due to having used defective materials or to poor workmanship.
4. The period of guarantee stipulated in Section 130 hereof shall not begin until the date of the final acceptance of all work which the Contractor is required to construct under this Agreement.

**QQ. AGREEMENT DOCUMENTS AND DRAWINGS**

The City will furnish the Contractor, at no charge, the required number of copies of the Agreement documents, including Technical Specifications and Drawings, as necessary to carry out the provisions of the Agreement.

**RR. METHOD OF ORDERING:** A Purchase Order will be issued for the Agreement. Invoices must indicate the applicable purchase order number and shall be submitted to the City of Delray Beach, Finance Department, 100 N.W. 1st Avenue, Delray Beach, FL 33444.

[Remainder of page intentionally left blank]

## **SECTION 3: SCOPE OF WORK**

**A. PURPOSE:** Housing Rehabilitation Program

**B. TECHNICAL SPECIFICATIONS:** : See Exhibit B (Pages 1-31)

[Remainder of page intentionally left blank]



## SECTION 4: FORMS FOR BID

Each Proposer must complete and submit the forms included in this Section 4 of the Bid. A Proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

- Form 1. Proposer's Submittal
- Form 2. Bid Policy Statement
- Form 3. Non-collusion 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 14. Bid Bond Form
- Form 15. Surety Performance and Payment Bond
- Exhibit A. Pages (1-6)
- Exhibit B. Insurance Requirements

## Form 1 BID SUBMITTAL SIGNATURE PAGE

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

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

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

Mailing Address (if different from Street Address): \_\_\_\_\_

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

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

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

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

Acknowledged by:

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

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

\_\_\_\_\_  
Printed Name and Title

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

**Signature Authority**

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

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

**Documentation is not required.**

**The required authorizing documentation is included with Proposal.**

## Form 2 BID POLICY STATEMENT

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

**Form 3 NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of Florida }

County of Palm Beach } ss.

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known / produced identification.

Type of identification produced: \_\_\_\_\_

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

Seal

## Form 4 CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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

DATE: \_\_\_\_\_, 20\_\_\_\_

Contractor Official Address:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Form 5 PUBLIC ENTITY CRIMES**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, Bidders 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, subcontractor, 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 Florida § Section 287.017 for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the Florida Department of Management Services, Convicted Vendor List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known / produced  
identification.

Type of identification produced: \_\_\_\_\_

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

Seal

## Form 6 DRUG-FREE WORKPLACE

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

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

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

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

---

Firm Name

---

Signature

---

Name and Title(Print or Type)

---

Date



## Form 7 CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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 as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged by:

---

Firm Name

---

Signature

Date

---

Printed Name and Title

**Form 8 SECTION 3 CLAUSE**

A. The work to be performed under this Agreement is subject to the requirements of Section 3 Clause of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S. Code 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD’s requirements in Title 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 14 CFR Part 135 regulations.

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

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

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

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

Acknowledged by:

---

Firm Name

---

Signature / Date

**Form 9 ANTI-KICKBACK AFFIDAVIT**

State of Florida      SS:  
County of Palm Beach

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City, 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known / produced  
identification.

Type of identification produced: \_\_\_\_\_

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

Seal

**Form 10 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who is personally known / produced identification.

Type of identification produced: \_\_\_\_\_

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

Seal

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

**Form 13 ACKNOWLEDGMENT OF ADDENDA**

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

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



**Form 14 BID BOND**

STATE OF FLORIDA )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

KNOW ALL MY BY THESE PRESENTS that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Delray Beach, Florida, hereinafter called the City in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for project titled:

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashier’s check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that Contractor would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to the CITY and the surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

I \_\_\_\_\_, on behalf of  
(name)  
\_\_\_\_\_ have read and  
surety company

and examined the Performance and Payment Bonds attached to Bid No. 2016-114.

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

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

**WITNESSES:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

(affix Contractor seal )

**CONTRACTOR**

\_\_\_\_\_  
(firm name)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

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

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

**SURETY:**

\_\_\_\_\_  
Surety Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Name of Local Insurance Agency

\_\_\_\_\_  
Signature, Attorney-in-Fact  
\_\_\_\_\_  
Printed Name

(affix surety seal)

**Form 15 SURETY PERFORMANCE AND PAYMENT BOND**

Bond No 2017-004

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

THE CONDITION OF THIS BOND is that Principal:

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

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

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

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature (President, Managing Partner or Joint Venturer)

SEAL

COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

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

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

**SURETY:**

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Attorney-in-Fact

CORPORATE SEAL

## SECTION 5: WRITE UP

### A. COST : Complete Exhibit A

- Case 14-510 – 323 NW 2<sup>nd</sup> Avenue , Delray Beach, FL 33444

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

Yes

No

### C. BID INFORMATION WAS OBTAINED FROM:

BidSync

Newspaper Ad

City Hall

City Website

Other (specify): \_\_\_\_\_

**SECTION 6: SAMPLE AGREEMENT**

AGREEMENT

BETWEEN

THE CITY OF DELRAY BEACH

and

\_\_\_\_\_

for

\_\_\_\_\_

Invitation to Bid No. 2017-004

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 1  
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement** - This Agreement includes Articles 1 through 11, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The City of Delray Beach (City) City Manager or the City Director of 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 2  
SCOPE OF SERVICES

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

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 this 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 this Agreement 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 Contractor 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 Agreement and does not have any responsibilities under this Agreement either express or implied, except to settle disputes between the parties which do not constitute a breach of contract, to conduct a final inspection to approve work performed by the Contractor, and to hold and distribute funds. In the event that the performance by the Contractor is unsatisfactory or unacceptable for any reason, the Contractor agrees to correct any deficiencies at no additional cost to the City.

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

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

4.4 Payment shall be made to Contractor at:

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

ARTICLE 5  
INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action,

or demand, Contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

## ARTICLE 6 INSURANCE

- 6.1 Contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "B" in accordance with the terms and conditions stated in this Article.
- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Contractor shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City, 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 sub-consultant or subcontractor, Contractor shall ensure that each sub-consultant or subcontractor names the City of Delray Beach, Florida as an additional insured under the sub-consultant'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. This 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 this 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 8  
THE CONTRACT

- 8.1 The executed Agreement 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 9  
LEAD BASED PAINT

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

ARTICLE 10  
NON-DISCRIMINATION

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 sub-consultants, 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 Contractor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Contractor all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 11  
MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

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

## 11.2 PUBLIC RECORDS

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

Second Party shall comply with public records laws, specifically to

11.2.1 Keep and maintain public records required by the City to perform the service.

11.2.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.

11.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Second Party does not transfer the records to the City.

11.2.4 Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Second Party or keep and maintain public records required by the City to perform the service. If the Second Party transfers all public records to the City upon completion of the Agreement, the Second Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Second Party keeps and maintains public records upon completion of the Agreement, the Second Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

11.2.5 If the Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11.3 INSPECTOR GENERAL

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

11.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

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

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

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

11.5 TRUTH-IN-NEGOTIATION REPRESENTATION

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

11.6 PUBLIC ENTITY CRIME ACT

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted Contractor 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 Contractor 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 Florida Department of Management Services 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 or 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. 1<sup>st</sup> 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 or 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

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

11.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 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.

ARTICLE 12  
AGREEMENT

**THIS AGREEMENT**, together with other documents enumerated in this ARTICLE 5, which said other documents are as fully a part of this Agreement 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 A**

**SCOPE OF SERVICES**

(to be inserted prior to execution of the Agreement)

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

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

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

1. AUTOMOBILE:

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

**AND**

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

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

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

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

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

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

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

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

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

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

NOTE: Bids that do not include this Form and copies of Bidder's current Insurance Certificates may be deemed non-responsive.

## **SECTION 7: ATTACHMENTS**

### **EXHIBIT A**

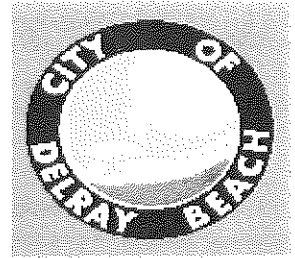
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**Neighborhood Services Division**

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



**Contractor Bid Proposal  
Exhibit A**

Case Number: **14-510**

BID TOTAL \$: \_\_\_\_\_

Property Information:

**323 NW 2nd Avenue  
Delray Beach FL 33444-**

CONTRACTOR INFORMATION

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

Contact Person: \_\_\_\_\_

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

Owner:

**Christine/Alfonza Bennett  
323 NW 2nd Avenue  
Delray Beach FL 33444-  
Phone: (561)908-3130**

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

Cell: \_\_\_\_\_

email: \_\_\_\_\_

BID APPROVAL STATEMENT

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

Signed:

Date: 8-12-16 2016

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

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 2016

**Exterior**

**Roofing**

**1 Install Hurricane Straps/Clips** 38 NO \$ \_\_\_\_\_

Remove sheathing, planking to expose truss/wall connection, prepare area and install Simpson hurricane clips "HGA10" or equal with a minimum 500 lb up lift on side of all trusses. 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.

**2 Install New Roof** 1426 SF \$ \_\_\_\_\_

Remove entire sloped roof covering. Replace damaged sheathing, replace / repair damaged rafters, and related roof components. All fascia soffit repair/replacement is included in line item cost. **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 2014 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.

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### Side Walls

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3 **House Numbers** 1 \$ \_\_\_\_\_

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

4 **Hurricane Shutters** 211 sf \$ \_\_\_\_\_

Install folding (accordion) aluminum hurricane shutters at:

- a) **All** window openings.
- b) \_\_\_ door location(s) as follows: \_\_\_\_\_
- c) \_\_\_ sliding glass doors.

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

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

**Note 1:** Contractor shall submit Impact Resistant Rated State of 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 **Install Exterior Door** 2 EA \$ \_\_\_\_\_

Remove the existing front door and jamb, prepare sufficient door buck(s), and install a pre-hung metal clad six (6) panel door(s). The doors must be Hurricane Impact Test Rated and meet or exceed 2014 Florida Building Code standards. 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.

Locations: Front egress door, and at the garage to kitchen.

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

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

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

**Note 3:** Contractor shall submit Impact Resistant Rated Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet current 2014 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

**6 Install Garage Door Opening**                      1 NO                      1 Code violation                      \$ \_\_\_\_\_

Cut out and remove exterior stucco, framing at existing North egress door and at area where the old garage door opening was enclosed and remove from site. Frame in opening to accept new garage door, this includes all needed framing, beams, lintels, needed to conform to 2014 Florida Building Code. Stucco, and drywall repair work to match existing as close as possible. Prime and apply two coats of Sherwin Williams paint or equal.

Framing inspection is mandatory

**7 Install Rough Opening for Door**                      1 NO                      \$ \_\_\_\_\_

Demo and remove the arched entry way into the family room from the kitchen. Frame in rough opening to accept new exterior door; leave adequate room for leveling of unit. Include header, lintel, and any other needed components as needed to meet 2014 Florida Building Code. Install new drywall on the framing and finish to mach existing finish of surrounding. Apply primer and two coats of paint, paint is to match existing and will be applied corner to corner of affected areas.

**8 Install Single Garage Door**                      1                      \$ \_\_\_\_\_

Install new correspondingly sized steel door complete with all springs, pulleys and rollers needed to be operate. The door will be "Hurricane Impact Resistant". Install Following the manufactures instructions. 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 Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet 2014 Florida Building Code.

**9 Paint House Complete**                      1710 SF                      \$ \_\_\_\_\_

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

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

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

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

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

10 Repair Wall and Stucco

120 SF

\$ \_\_\_\_\_

Remove deteriorated stucco and/or framing and wire lath on the areas listed below in all damaged areas of structure.

**Replace deteriorated framing and/or sheathing, fascia and soffit as required to place new stucco covering to code**, fasten 30 lb. felt with tin tags and roofing nails to the exterior side of the studs and sheathing with proper lap; hang moisture resistant paper backed, self furring wire lath, outside corner beads as necessary, and metal lath around windows per manufacturer's recommendations as necessary. Apply stucco in three three (3) step process of scratch coat, brown coat and finish coat to match existing finish.

Locations: \*West side (front of home) from the south west corner to the second door (extreme North door).

\*Rear of home at the corner of washroom and North wall.

\* South side at the water spicket

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Total for: Exterior \$ \_\_\_\_\_

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**Interior**

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**1 General**

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**11 Install Cabinets and Counter Top** 21 LF \$ \_\_\_\_\_

Remove existing base and wall kitchen cabinets, replace with new all plywood cabinets. New cabinets layout to remain the same as old cabinets layout. Install new formica covered plywood counter top. All work to be level, plumb and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Install new counter top with a 4" minimum back splash. Caulk all seams where counter top meets walls.

Contractor to offer homeowner contractor supplied color and veneer choices.

**12 Install Carpet** 525 SF \$ \_\_\_\_\_

Scrape and clean floor free of all debris. Patch all cracks and uneven sub-floor in the affected areas to ensure smooth uniform surface to ensure smooth uniform surface. Remove all shoe molding and touch up paint on baseboards. Install new carpet, Coronet, New Yorker or **pre approved** equal. Spec's- Face Weight: 25.5 Oz., Twist: 4.00, P.A.R. Rating: 3.75, install over a 6 lb. "Rebond" padding. Colors: Choice by owner from contractor supplied sample boards.

Locations The two rear bedrooms

**Note:** Remove any existing shoe molding, fill nail holes, and touch up base molding with paint to match existing as close as possible.

**13 Prepare Walls and Paint Room Complete** 120 SF \$ \_\_\_\_\_

Prepare and patch walls, ceiling, windows, doors and all trim for painting. Completed walls to be smooth and free of defects. Remove any wallpaper and patch all holes, nicks, etc. Drywall veneer over existing wall if required for smooth finish. Apply one(1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss enamel on bathroom walls/ceilings, doors and trim.

location: Hall bathroom

**14 Repair Drywall** 64 SF \$ \_\_\_\_\_

Remove damaged wall covering and dispose of properly and install insulation as needed. Patch wall and ceiling area using similar materials, and match to the average existing finish as close as possible. The contractor, may patch with drywall, tape and finish in the 3-coat process. Color match existing paint color and apply acrylic primer/sealer and paint corner-to-corner with two coats to match as close as possible.

**Location: As needed to repair damage from leaks from shower pan and evaporator coil in the bedrooms and hallway walls.**

**2 Plumbing**

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**15 Install Kitchen Sink** 1 NO \$ \_\_\_\_\_

Install new stainless steel double bowl sink with Moen single lever faucet with sprayer if equipped. Include assembly, trap, new shut off valves, basket, and caulk seal at counter top.

**16 Replace Diverter Assembly** 1 NO \$ \_\_\_\_\_

Remove existing diverter assembly. Replace with new washerless single handle diverter assembly faucet valves with screwdriver stops, **Moen** or equal. Replace damaged tile "match existing as close as possible" in areas that are damaged by the installation of new diverter.

Location: Master Bathroom

**17 Replace Shower**

1 NO

\$ \_\_\_\_\_

Remove existing shower down to framing. Remove wall materials affected by framing of the new shower. Replace damaged studs and prepare for cementitious tile backer for the new shower. Reinforce existing floor/subfloor as necessary and install shower pan per building code of jurisdiction. New shower floor shall be built up and sloped with concrete/mortar and positively pitched to new drain location. Remove existing diverter assembly. Replace with new washerless single handle diverter assembly faucet valves with screwdriver stops, **Moen** or equal. Install new spout and water saving shower head. Install cementitious tile backer as per manufacturers recommendations. Cementitious tile backer shall be equal to or better than "Wonderboard". Install new white or beige 4"X4"X1/4" ceramic tile with 2"X6" bull nose trim around perimeter. Tile to finish at ceiling.

Accessories shall include a ceramic soap dish and towel bar placed in the same setting material used for the ceramic tile. Color choice shall be white or bone in color.

Install (3) three stainless steel covered flange grab bars, one on each side (2) two 18" and (1) one 36" Installed per manufactures specifications.

Location: Hall Bathroom

**Note 1:** Place wood backing to fasten handicap bars prior to hanging cementitious tile backer

**Attention:** This work will require a framing inspection from the building code of jurisdiction.

**3 Electrical****18 Repair Electrical Service**

1 NO

\$ \_\_\_\_\_

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

**19 Replace Exhaust Fan**

1 NO

\$ \_\_\_\_\_

Replace existing ceiling mounted exhaust fan in bathroom, Nutone or approved equal. Duct fan to exterior. Fan shall move 80 cfm.

Location: Hall Bathroom

**Total for: Interior** \$ \_\_\_\_\_

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



**NEIGHBORHOOD SERVICES  
DIVISION  
TECHNICAL SPECIFICATIONS**





# TECHNICAL SPECIFICATIONS

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## 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 tred, 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, Schledge 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 overflow 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 devices 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)