



# City of Delray Beach

100 N.W. 1st Avenue  
Delray Beach, FL 33444

## Legislation Text

RECEIVED  
APR 12 2017  
CITY MANAGER

File #: 17-248, Version: 1

TO: Mayor and Commissioners  
FROM: Michael Coleman, Director, Community Improvement  
THROUGH: Chief Neal deJesus, Interim City Manager  
DATE: March 28, 2017

HOUSING REHABILITATION GRANT AWARD TO ROI CONSTRUCTION LLC.. FOR 124 SW 8<sup>th</sup> AVENUE IN THE AMOUNT OF \$40,090.45

### Recommended Action:

Motion to approve a housing rehabilitation grant in the amount of \$40,090.45 to ROI Construction, LLC. funded under the Community Development Block Grant (CDBG) Program for the property located at 124 SW 8<sup>th</sup> Avenue Delray Beach, FL.

### Background:

The City has been allocated \$408,124 of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD) to provide for the renovation or repair of existing substandard homes. The rehabilitation of these homes addresses building and code violations, interiors and exteriors of the homes, electrical and plumbing problems, health and safety issues, and the retrofit of special items for those with special needs. Total rehabilitation cost may also include lead inspection, lead abatement, lead clearance, termite inspection, termite treatment, and recording fees. Grant awards are based on the actual cost of the rehabilitation, as determined by the lowest responsible, responsive bidder(s).

An Invitation to Bid No. 2017-132 was issued on September 1, 2016 for Housing Rehabilitation work to be conducted at 124 SW 8<sup>th</sup> Avenue. ROI Construction, LLC. was the lowest responsive, responsible bidder.

Inspection of rehabilitation work will be done by the City Building Inspection and Neighborhood Services Divisions. Contracts are executed between the building contractor and the grant recipient property owner. The City remains the agent and Community Improvement monitors all work performed by the contractor, ensuring compliance according to specifications and program guidelines. The grant recipient has met all eligibility requirements as specified in the approved Policies and Procedures. The rehabilitation activities will bring the home to minimum code requirements by repairing the roof, electric and plumbing systems. All unused funds will remain with the Housing Rehabilitation Program.

This motion is in accordance with the Code of Ordinances, Chapter 36, Section 36.02 (A) (1) Competitive Bids.

### City Attorney Review:

The item should be fully vetted with legal for adherence with existing ordinances and laws.

**Finance Department Review:**

The short and long term financial implications should be described to the City Commission in a clear and crisp manner. The financial implication should be reasonably free of jargon.

**Funding Source:**

Community Development Block Grant    118-1963-554-49.19        \$ 40,090.45

**Timing of Request:**

Grant agreement(s) have a deadline of September 30, 2018 to expend/encumber FY funds.

CITY OF DELRAY BEACH NEIGHBORHOOD SERVICES DEPARTMENT  
HOUSING REHABILITATION PROGRAM  
BID INFORMATION SHEET

BID/QUOTE #: BID # 2016-132

APPLICANT: Mattie Owens

PROJECT ADDRESS: 124 SW 8TH Street

DATE OF BID LETTERS: September 1, 2016

DATE OF BID OPENING: September 20, 2016

**GENERAL CONTRACTORS**

Cosugas, LLC  
CJ Contracting, LLC  
ROI Construction, LLC  
Onel Construction

	<u>BID AMOUNT</u>	<u>BID BOND</u>
	\$ 38,100.00	Yes
	\$ 37,500.00	Yes
	\$ 36,771.23	Yes
	\$ 33,800.00	Yes

In-House Estimate: \$ 38,247.46

RECOMMENDED CONTRACTOR:

ROI Construction LLC.

BID/CONTRACT AMOUNT :	\$ 36,771.00
5% Contingency	\$ 1,838.55
	<u>\$ 38,609.55</u>
Lead Inspection	425.00
Lead Clearance	N/A
Termite Inspection	N/A
Termite Treatment	1,036.80
Recording Fees	\$ 19.10
GRANT CONTRACT AMOUNT	<u>\$ 40,090.45</u>

FUNDING SOURCE: CDBG

Account # 118-1963-554-49.19

COMMENTS: Lowest bidder was below the in-house estimate by more than 10%. Recommend Awarding to lowest responsive bidder within the estimate range, ROI Construction, LLC

BID # 2016-132

**Mattie Owens**

124 SW 8TH Street

September 1, 2016

September 20, 2016

	In-House	Cosugas, LLC	CJ Contracting, LLC	ROI Construction, LLC	Citywide Construction Services, Inc.
1 Install Hurricane Clips	\$ 2,227.00	\$ 1,900.00	\$ 4,000.00	\$ 500.00	\$ 1,250.00
2 Install New Roof	\$ 8,760.96	\$ 7,890.00	\$ 7,150.00	\$ 14,562.00	\$ 5,500.00
3 Install Flat Deck Roof	\$ 4,924.50	\$ 7,000.00	\$ 1,600.00	\$ 2,896.00	\$ 2,500.00
4 House Numbers	\$ 50.00	\$ 150.00	\$ 20.00	\$ 100.00	\$ 150.00
5 Install Exterior Door	\$ 825.00	\$ 840.00	\$ 800.00	\$ 744.80	\$ 850.00
6 Install Exterior Doorw/ Impact Glass	\$ 1,375.00	\$ 1,470.00	\$ 2,000.00	\$ 1,050.00	\$ 1,650.00
7 Install Impact Windows	\$ 14,450.00	\$ 12,100.00	\$ 14,600.00	\$ 8,593.13	\$ 11,750.00
8 paint Hall Bathroom	\$ 360.00	\$ 900.00	\$ 730.00	\$ 250.00	\$ 2,000.00
9 CO2 Smoke Detectors	\$ 810.00	\$ 1,250.00	\$ 1,300.00	\$ 565.25	\$ 2,350.00
10 Install 150 Amp Service	\$ 2,625.00	\$ 2,100.00	\$ 3,500.00	\$ 5,817.00	\$ 2,500.00
11 Repair Electrical Service	\$ 1,840.00	\$ 2,500.00	\$ 1,800.00	\$ 1,693.05	\$ 3,300.00
12					
13					
14					
15					
16					
17					
18					
TOTAL	\$ 38,247.46	\$ 38,100.00	\$ 37,500.00	\$ 36,771.23	\$ 33,800.00

**CITY OF DELRAY BEACH  
COMMUNITY DEVELOPMENT BLOCK GRANT  
HOUSING REHABILITATION PROGRAM AGREEMENT**

BETWEEN

THE CITY OF DELRAY BEACH

and

ROI CONSTRUCTION LLC, (CONTRACTOR)

and

MATTIE OWENS (OWNER)

BID # <sup>2016</sup>~~2017~~-132

This **CDBG Agreement** ("Agreement") is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444; ROI Construction, LLC., a Florida Corporation (hereinafter referred to as "Contractor"), whose address is 50 Biscayne Boulevard, Suite 5110, Miami, FL 33132; and Mattie Owens, (hereinafter referred to as "Owner"), 124 SW 8th Street, Delray Beach, FL 33444 this 14<sup>th</sup> day of April, 2017

WHEREAS, the City has been allocated Community Development Block Grant Funds through the U.S. Department of Housing and Urban Development (HUD) to provide for the renovation or repair of existing substandard homes ("Housing Rehabilitation Grant").

WHEREAS, Mattie Owens ("Owner") is the beneficiary of a Housing Rehabilitation Grant for the repair or renovation of the property that she owns and occupies, located at 124 SW 8th Street, Delray Beach, FL 33444 ("Property"), which is legally described as follows:

Lot 1 and the West 8 feet of Lot 2, Block 2, BELLVIEW MANOR,  
according to the Plat thereof on file in the Office of the Clerk of the Circuit  
Court in and for Palm Beach County, Florida, in Plat Book 24, page 54;  
TOGETHER with improvements thereon and fixtures therein.

**P I D # 12-43-46-20-02-002-0010**

WHEREAS, the City issued Invitation to Bid # 2016-132 "NS Housing Rehabilitation Program 16-514" on September 1, 2016 for housing rehabilitation work to be conducted at Property ("Project"). City awarded the bid to Contractor after finding it was the lowest responsive, responsible bidder.

WITNESSETH:

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

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

ARTICLE 2

SCOPE OF SERVICES

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

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

### ARTICLE 3

#### TERM AND TIME OF PERFORMANCE

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

### ARTICLE 4

#### COMPENSATION

- 4.1 City will pay Contractor, ROI CONSTRUCTION, LLC., the total of **Thirty-Eight Thousand Six Hundred Nine Dollars and 55/100 Cents (\$38,609.55)** for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Contractor as full compensation for all such work and expenses. Such funds represent the Housing Rehabilitation Grant paid on behalf of the Owner, which have been furnished to the City from the Community Development Block Grant Program through the U.S. Department of Housing and Urban Development. Contractor acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

## 4.2 METHOD OF BILLING AND PAYMENT

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

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

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

- 4.2.3 Final payment will be made after:

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

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

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

performance by the Contractor is unsatisfactory or unacceptable for any reason, the Contractor agrees to correct any deficiencies at no additional cost to the City.

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

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

4.4 Payment shall be made to Contractor at:

ROI Construction, LLC  
50 Biscayne Boulevard, Suite 5110,  
Miami, FL 33132

## ARTICLE 5

### INDEMNIFICATION

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

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

## ARTICLE 6

### INSURANCE

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

## ARTICLE 7

### TERMINATION

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

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

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

## ARTICLE 8

### ORDER OF PRECEDENCE

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

- i. Terms and Conditions contained in this Agreement
- ii. RFP No. 2016-132 "NS Housing Rehabilitation Program 16-514" dated September 1, 2016 and all its addenda
- iii. Contractor's signed response to RFP 2016-132, and any subsequent information submitted by Contractor during the evaluation process
- iv. Lien Agreement
- v. Memorandum of Understanding
- vi. Notice to Proceed
- vii. Payment Requests
- viii. Warranty documents
- ix. Lead Based Paint Receipt and Booklet (if required)
- x. Subordination Policy Agreement (if required)

#### ARTICLE 9

##### LEAD BASED PAINT

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

#### ARTICLE 10

##### NON-DISCRIMINATION

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

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

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

Contractor shall take affirmative steps to prevent discrimination in employment against disabled persons.

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

## ARTICLE 11

### MISCELLANEOUS

#### 11.1 RIGHTS IN DOCUMENTS AND WORK

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

#### 11.2 PUBLIC RECORDS

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

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

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

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

#### 11.3 INSPECTOR GENERAL.

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

#### 11.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

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

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

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

#### 11.5 TRUTH-IN-NEGOTIATION REPRESENTATION

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

#### 11.6 PUBLIC ENTITY CRIME ACT

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

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

11.7 INDEPENDENT CONTRACTOR

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

11.8 THIRD PARTY BENEFICIARIES

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

11.9 NOTICES

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

For City:

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

For Contractor:

ROI Construction, LLC  
50 Biscayne Boulevard, Suite 5110,  
Miami, FL 33132

For Owner

Mattie Owens  
124 SW 8th Street  
Delray Beach, FL 33444

#### 11.10 ASSIGNMENT AND PERFORMANCE

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

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

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

#### 11.11 CONFLICTS

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

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

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

#### 11.12 MATERIALITY AND WAIVER OF BREACH

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

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

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

#### 11.13 COMPLIANCE WITH LAWS

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

#### 11.14 SEVERANCE

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

#### 11.15 JOINT PREPARATION

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

#### 11.16 INTERPRETATION

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

#### 11.17 PRIORITY OF PROVISIONS

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

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

11.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

11.19 AMENDMENTS

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

11.20 PRIOR AGREEMENTS

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

## 11.21 PAYABLE INTEREST

- 11.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.
- 11.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 11.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

## 11.22 INCORPORATION BY REFERENCE

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

## 11.23 REPRESENTATION OF AUTHORITY

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

## 11.24 MULTIPLE ORIGINALS

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

## 11.25 DISPUTE RESOLUTION

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

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

ATTEST:

*acting*  
Kimberly Hynes  
City Clerk

CITY OF DELRAY BEACH

By: [Signature]  
City Manager

Approved as to form and legal sufficiency:

[Signature]  
R. Max Lohman, City Attorney

CONTRACTOR, ROI CONSTRUCTION, LLC

By: [Signature]

Print Name: ERIC B. BROWN

Title: PRESIDENT

(SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2017, by Eric B. Brown, as Contractor (name of officer or agent, title of officer or agent), of ROI Construction LLC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Valid FL D/E [Redacted] (type of identification) as identification exp. 12/16/19

Angela V. Rose  
Notary Public – State of Florida



ANGELA V. ROSE  
MY COMMISSION # FF 191342  
EXPIRES: January 21, 2019  
Bonded Thru Budget Notary Services

OWNER

By: Mattie Owens

Print Name: MATTIE OWENS

(SEAL)  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of March,  
2017, by Mattie Owens. He/She is personally known to me or has produced  
Valid FL D/L [REDACTED] (type of identification) as identification

exp. 12/26/19

Angela V. Rose  
Notary Public – State of Florida



ANGELA V. ROSE  
MY COMMISSION # FF 191342  
EXPIRES: January 21, 2019  
Bonded Thru Budget Notary Services

**EXHIBIT A**

**SCOPE OF SERVICES**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH**

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

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

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

1. **AUTOMOBILE:**

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

**OR**

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

**AND**

Property Damage: \$100,000.00 per accident;

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

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

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

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

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

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

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

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

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

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

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

**100 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444**

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

Non-conforming certificates will be returned for correction.

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

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

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

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

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

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 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: 3-2-17

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

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

**CITY OF DELRAY BEACH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
HOUSING REHABILITATION AGREEMENT**

**APPLICANT/OWNER:** Mattie Owens  
**ADDRESS:** 124 SW 8<sup>th</sup> Street  
Delray Beach, FL 33444

**LEGAL DESCRIPTION:** Lot 1 and the West 8 feet of Lot 2, Block 2, BELLVIEW MANOR, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 24, page 54; TOGETHER with improvements thereon and fixtures therein.

**PID #** 12-43-46-20-02-002-0010

**CASE NO:** 16-514

I do hereby certify that I am the owner of the above property and that I have requested financial assistance from the City of Delray Beach Neighborhood Services Division Community Development Block Grant to bring my property to a level meeting the minimum property standard.

I further grant the City of Delray Beach and its authorized staff members, contractors and subcontractors permission to carry out rehabilitation work and repair work on my property in compliance with the property rehabilitation standards of its Community Development program.

I authorize the City to act as my agent in contracting, supervising and inspecting this rehabilitation work.

I understand that the City of Delray Beach is acting only as agent in the contractual agreements and is not responsible for the quality and warranty of the work and has no legal responsibilities in the agreement.

I agree to provide information necessary for grant administration and monitoring, to be available for necessary conferences and decisions, to sign-off on the grant when the work is completed, and to otherwise reasonably cooperate in expediting the rehabilitation work and program administration.

Following completion of the rehabilitation work, I will maintain the property in good condition and will insure that the property is kept in compliance with the City Minimum Housing Code.

I understand that this agreement will be recorded as a covenant to the property, shall create an equitable lien on the property, shall remain in effect for **Fifteen (15) years** following project close-out, and shall apply to the Owner's heirs, successors, and assigns.

I understand that this lien may be satisfied and released by the City on the 2nd day of March 2032. The anniversary date shall be the first day of March in each year following the completion of activities financed by the forgivable loan.

I agree that if during the appropriate period (*10 years for loan amounts less than \$20,000 and 15 years for loan amounts of \$20,000 to \$45,000*), the property is sold or transferred during this period for any reason except the need to meet major health care expenses (definition of what constitutes a major health care expense will be determined by Neighborhood Services Administrator on an individual basis) or transferred by inheritance at death, I shall immediately repay to the City the full amount of the lien.

**CITY OF DELRAY BEACH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
HOUSING REHABILITATION AGREEMENT**

I agree to indemnify the City and hold it harmless for any damage or injury to persons or property occurring during the authorized rehabilitation work.

I agree that the forgivable loan amount of **Forty Thousand Ninety Dollars and 45/100 Cents (\$40,090.45)** is the amount of the rehabilitation contract, including any change orders approved by the City, and the cost of any related work performed under this agreement.

In the event that any questions or disputes arise concerning the rehabilitation work being performed by a contractor under this agreement, I shall advise the Neighborhood Services Administrator of same and the City shall act as arbitrator in resolving the question or dispute.

I have reviewed the specifications and they meet with my approval. I further agree that there will be no changes in the specifications, unless needed to satisfy a minimum housing code violation.

3-2-17

Date

Mattie Owens

Owner

Date

3/2/17

Date

Co-Owner

Ferline F. Mesidort

Ferline F. Mesidort  
Neighborhood Services Administrator

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2017 by

Mattie Owens who is

personally known to me or produced FL O/L [REDACTED] as identification.



ANGELA V. ROSE  
MY COMMISSION # FF 191342  
EXPIRES: January 21, 2019  
Bonded Thru Budget Notary Services

Signature of Notary

Angela V. Rose

**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: **16-514 Ver-2**

**BID TOTAL \$: 36,771.23**

Property Information:

**124 SW 8th Street  
Delray Beach FL 33444-**

CONTRACTOR INFORMATION

Name: **ROI Construction, LLC**

Contact Person: **Eric B. Brown**

Address: **50 Biscayne Boulevard, Suite 5110**

**Miami, FL 33132**

Voice: **813-401-3070**

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

email: **Eric@ROIConstruction.net**

Owner:

**Mattie Owens  
124 SW 8th Street  
Delray Beach FL 33444 -**

Phone: (561)278-4036

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: /s/ [Signature] -vvo

Date: 7-11 — 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. "U"

Signed: [Signature] Date: September 19, 2016

**Exterior****Roofing**

1	<b><u>Install Hurricane Straps/Clips</u></b>	68 NO	<b><u>\$ 500.00</u></b>
---	--	-------	-------------------------

Remove sheathing, planking to expose truss/wall connection, prepare area and install Simpson hurricane clips "HGAM 10" or equal with a minimum 520 lb up lift on side of truss, replace sheathing, re-nail to 2014 Florida Building Code and install secondary water barrier and cover with new felt, tin tag, and roofing material to match existing as close as possible when needed.

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

2	<b><u>Install New Roof</u></b>	1296SF	<b><u>\$ 14,562.00</u></b>
---	--------------------------------	--------	----------------------------

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	<b><u>\$360.00</u></b>
Square foot of planking above the covered 160 sq ft	<b><u>\$977.20</u></b>
Liner foot of rafter/trusses top chords above the covered 48 lf	<b><u>\$214.00</u></b>

**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.

### 3 Install Tapered Flat Deck Roof

490 SF

\$2,896.00

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

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

Sheet of plywood sheathing (each) above the covered 5 sheets	<u>\$360.00</u>
Square foot of planking above the covered 160 sq ft	<u>\$977.00</u>
Liner foot of rafter/trusses top chords above the covered 48 lf	<u>\$214.00</u>

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

Over a tin tagged 75 # fiberglass base sheet, hot mop in place "Poly-Tso" type tapered insulation to create a minimum 1/8 " per foot slope and positive drainage off of the building. Include any wood nailers required at the roof eaves, cant strips at parapet or building walls, and drip edge. The drip edge shall be of sufficient size to cover the eaves nailers and return down the fascia as appropriate to cover the tapered insulation and roof components. The tapered roof material assembly shall attain a minimum average of R-9 insulation value.

Install a 4 ply built up roof system consisting of 75# fiberglass base sheet, 3 ply's of hot mopped fiberglass finishing with a hot mopped mineral surfaced modified fiberglass cap sheet. New metal drip edge and flashing shall be installed throughout the entire roof system. The entire new roof system, including transition into a separate roof not included in this scope of work, shall conform to building code of jurisdiction.

**Note 1: "Prior" to tearing off the existing roof.** The contractor shall submit an installation drawing to the project's inspector created by the roofing materials vendor identifying the layout of tapered insulation panels.

**Note 2:** Contractor shall submit an affidavit to the City of Delray Beach Neighborhood Services Division to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

**Note 3:** Contractor shall replace the 1"X2" build-out for the drip edge at the top of fascia. If no 1"X2" exists at the top of the fascia, the contractor shall install all new 1"X2" primed and painted to match existing fascia color.

**Note 4:** The metal drip edge shall be a minimum 3"X3". 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 5:** Hot mopped tar overlapping cap sheet and flashing shall have the cap sheet mineral granules spread on the tar to protect it from UV (Sun) damage.

---

Side Walls

---

**4 House Numbers****\$ 100.00**

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

**5 Install Exterior Door**

1 EA

**\$ 744.80**

Remove the existing front door(s) and jamb(s), prepare (a) sufficient door buck(s), and install a pre-hung metal clad six (6) panel door(s). The door 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.

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

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 existing landing in order to meet code.)

**6 Install Exterior Door with Impact Glass**

1 NO

**\$ 1,050.00**

Remove the front door and jamb, prepare a sufficient door buck, and install a pre-hung metal clad impact door with impact glass mounted in the door. The door must be Hurricane Impact Test Rated and meet all 2014 Florida Building Code requirements. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match existing finishes.

Door installation shall include keyed entry lockset with lever handle both sides: "Schlage", Flair F51 and matching 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.

Location: Front Door

Note 1: Door paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other

---

defective paint application shall not be accepted.

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

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

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

---

**7 Install Impact Windows**

17NO

\$8,593.13

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

Existing shutters to stay on structure

**Note 1:** Contractor shall submit 2014 Florida Building Code approvals, stamped by the City of Delray Beach Building Department, with this Project's close-out package.

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

---

**Total for: Exterior** \$28,445.93

---

**Interior**

---

**1 General**

---

**8 Prepare Walls and Paint Room Complete** 200 SF \$250.00

---

Prepare walls and ceiling for painting in hall bathroom. Preparation shall include filling all holes and patching, sanding and to match the average finish of the existing wall surface and caulking at base boards and door casing. Apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of acrylic semi-gloss enamel on bathroom walls/ceilings, doors and trim.

**Note 1:** Paint color choice shall be by owner. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

**Note 2:** Inspection of paint preparation area is required prior to application of primer/sealer paint. 24 hours advance notice is required.

---

**2 Electrical**

---

**9 Carbon Monoxide/Smoke Detectors W/ Arc Fault** 6 EA \$565.25

---

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

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

---

**10 Install 150 amp Service** 1 NO \$5,817.00

---

Install a new minimum 150 Amp electrical service complete with breaker panel box with all circuits labeled and balanced. Replace mast and weather head if insufficiently sized. Panel shall be sufficiently sized to accommodate four (4) additional circuits.

Install **GFCI** protection in the kitchen and bathroom(s) and exterior of home. Disable non protected electrical outlets in existing light fixture(s) Disable and place covers on receptacles in light fixtures in the kitchen and bathroom that are not GFCI protected.

**Note:** Repair/restore surfaces affected to match existing finishes.

---

**11 Repair Electrical Service** 1 NO \$1,693.05

---

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.

**Note:** laundry room light switch, wiring and light needs to be replaced and is included in this line item.

---

**Total for: Interior** \$8,325.30

---

**Job Total Cost:** \$36,771.23

---

# CHAPTER 4

## FORMS 2-14

## 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.

ERIC B. BROWN being first duly sworn, deposes and says that:

1. He/She is PRESIDENT of ROI CONSTRUCTION, 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 not tainted by any collusion, conspiracy, connivance or unlawful agreement of part of the Contractor or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signature]  
Signature  
President  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

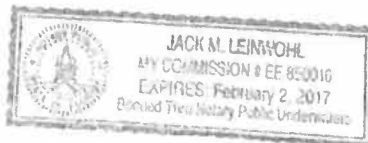
The foregoing instrument was acknowledged before me this 17 day of Sept, 2016, by ERIC B. BROWN who is personally known / produced identification.

Type of identification produced: FLA Driver License

[Signature]  
Notary Public

Seal

ITB 2016-132  
NS Division Housing Rehabilitation  
Program 16-514



## 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: September 19, 20 16

Contractor Official Address:  
50 Biscayne Boulevard

Address  
Suite 5110

Address  
Miami, FL 33132

CITY, STATE, ZIP


  
Signature  
President

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 President \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of Oct  
2016, by ERIC B Brown who is personally known / produced  
identification.

Type of identification produced: FL Driver License

  
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 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.

ROI Construction, LLC

Firm Name

Signature

Eric B. Brown, President

Name and Title(Print or Type)

9/19/16

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:

ROI Construction, LLC

Firm Name



Signature

9/19/16

Date

Eric B. Brown, President

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:

ROI Construction, LLC

Firm Name




9/19/16

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 PRESIDENT  
\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of SEP  
2016, by ERIC B GREEN who is personally known / produced  
identification.

Type of identification produced: PA Driver License

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

Seal



Form 10 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

- (1) Contractor is the PRESIDENT of ROI Construction hereinafter referred to as the "General Contractor": who submitted a proposal to perform work for the following project.

Project Name: Housing Rehab Program 16-514

- (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

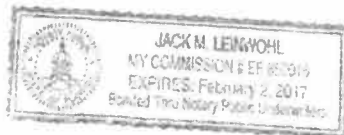
The foregoing instrument was acknowledged before me this 17 day of Sept, 2016, by ERIC B. Brown who is personally known / produced identification.

Type of identification produced: Florida Driver's License

Notary Public

Seal

ITB 2016-132  
NS Division Housing Rehabilitation  
Program 16-514



**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.

ROI Construction, LLC

Firm Name



Signature

Eric B. Brown, President

Name and Title(Print or Type)

9/19/16

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.

Form 14 BID BOND

STATE OF FLORIDA

SS

Vol. 14715-1-01

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS that ROY CONSTRUCTION, INC. as Principal, and  
WESTERN SURETY COMPANY as surety, are held and firmly bound unto the City of Dayton  
Beech, Florida hereinafter called the City in the penal sum of Five Percent (\$5%) of the  
(55% of amount bid) lawful money of the United States for the payment of which sum and the true 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 September 20, 2016 for project located 1010 South 10th Avenue  
and 1000 South 10th Avenue (including  
Taxi Route).

NOW, THEREFORE

- (a) It is a condition precedent to the submission of said bid that a certified check, cash or a 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-bound parties executed this instrument under their several seals  
this 19th day of September, 2016, 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.



# CHAPTER 5

## ACKNOWLEDGMENT OF ADDENDA

### 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

# MISC. FORMS AND CERTIFICATES

- EXHIBIT B: INSURANCE REQUIREMENTS
- WARRANTY STATEMENT
- CERTIFICATE OF INSURANCE
- REFERENCES
- ARTICLES OF ORGANIZATION

**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: 9/19/16

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.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2016

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

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

<b>PRODUCER</b> Affinity Insurance Agency 8010 N. 56th Street  Tampa FL 33617		<b>CONTACT NAME:</b> Connie Hill <b>PHONE (A/C, No, Ext):</b> (813) 989-7844 <b>FAX (A/C, No):</b> (813) 989-7890 <b>E-MAIL ADDRESS:</b> alicinsure@tampabay.rr.com	
<b>INSURED</b> ROI Construction, Inc. 50 Biscayne Blvd Suite 5110 Miami FL 33132		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CATLIN SPECIALTY INSURANCE CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 15989	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	0900105671	08/25/2016	08/25/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

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

Residential Construction Contractor

This document certifies that insurance policies identified above have been issued by the designated insurer to the insured named above for the period(s) indicated. The Certificate Holder is considered an Additional Insured as it relates to the General Liability policy mentioned herein (if applicable). The coverage afforded by the policies listed above is subject to terms, exclusions, limitations, endorsements, and conditions of this policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Delray Beach 100 NW 1st Avenue  Delray Beach FL 33444	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Connie L. Hill Agent <i>Connie L. Hill</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



## CONSTRUCTION

ROI Construction, LLC does hereby warrant its work performed on and/or material supplied to the above-named project for a period of 1 year from the date of the certificate of occupancy.

The work and/or material is guaranteed to remain free from all defects and is guaranteed to comply with all requirements of the Specifications and other Contract Documents governing the work.

Should there be any defects in the workmanship and /or material requiring repair and/or replacement the Owner must notify the above-mention Contractor in writing immediately upon discovery and must allow the Contractor a reasonable amount of time in which to make the repair(s)/replacement(s).

This warranty becomes null and void should any party other than the above-mentioned Contractor or its authorized representatives make or attempt to make any repairs and/or replacements to any work performed and /or material supplied by the above-named Contractor.

This warranty does not cover damage caused by windstorm, tornado, lightning, hail, and all other acts of nature whether or in part, nor does it cover negligence of any party not directly associated with ROI Construction, LLC.

Eric B. Brown

PRINTED NAME

SIGNATURE

ROI Construction, LLC

COMPANY

9/19/16

DATE

## COMPLETED PROJECTS

OWNERS' NAME	PROPERTY ADDRESS	CONTRACT AMOUNT	DESCRIPTION OF WORK	AGENCY & MUNICIPAL ENGAGEMENTS
Ella Mae Lewis 813-238-6304	3308 Lila Street Tampa, FL 33610	\$62,000.00	Roof, windows, doors, kitchen, bath, paint interior and exterior, AC unit, water heater and insulation	Thomas Snelling, Director City of Tampa Housing and Community Development 2105 N Nebraska Avenue Tampa, FL 33602 813-274-7745 Thomas.snelling@tampagov.net
Gregory Hamblet 813-994-6491	27122 Firebrush Dr. Wesley Chapel, FL 33544	\$48,000.00	2nd story room addition game and theater room	
Ryan James 813-919-6713	4415 W Wisconsin Ave Tampa, FL 33611	\$28,000.00	Master bathroom addition, kitchen, bedroom, flooring	
Ryan James 813-919-6713	4704 W Wisconsin Ave Tampa, FL 33611	\$9,000.00	Flooring, miscellaneous repairs, paint	
John Hamel 813-679-0693	3202 W Marlin Ave Tampa, Florida 33611	\$5,000.00	Demo bedroom, install window & siding	
Evelyn Ballard 813-420-2506	3905 N 30th St Tampa, FL 33610	\$68,000.00	Complete home remodel, roof, siding, kitchen bath, flooring, AC unit, water heater, electric, windows, doors, paint, drywall	Thomas Snelling, Director City of Tampa Housing and Community Development 2105 N Nebraska Avenue Tampa, FL 33602 813-274-7745 Thomas.snelling@tampagov.net
CDC of Tampa 813-231-4362	2910 E Columbus Dr Tampa, Florida 33605	\$75,000.00	Demo and install 2 story stair system for 3 units, built and installed masonry handicap ramp and rails	Ernest Coney, Jr, President & CEO CDC of Tampa 813-231-4362 1907 E Hillsborough Ave Tampa, FL 33680 Ernest.coney@cdcoftampa.org
Rhonda Crotty 813-752-8146	1305 Amaryllis Dr Brandon, FL 33510	\$28,000.00	Kitchen, bathroom, bedroom, flooring, paint interior and exterior	State Farm Insurance Water Restoration
Mickey Coulter 813-727-5074	612 Greenbriar Dr Brandon, FL 33511	\$44,000.00	Kitchen and bath, laundry, flooring, drywall and paint	State Farm Insurance Water Restoration
Janet Harris 813-230-6914	309 Beverly Drive Brandon, FL 33510	\$38,000.00	Roof, kitchen, family room, bedroom and bathroom	State Farm Insurance Water Restoration
Dorothy Davis 813-260-3203	5918 Edina St Wimauma, FL 33598	\$12,000.00	Kitchen, Bathroom and paint	Angela M. Smith, Area Specialist 863-420-4833 USDA Rural Development 2629 Waverly Barn Road, Davenport, FL 33897 Angela.smith@fl.usda.gov
Willie Lee Johnson 813-442-4114	2112 W Saint Conrad St Tampa, Florida 33607	\$42,000.00	Complete remodel, roof, kitchen, bath, water heater, insulation, paint, bedrooms	Thomas Snelling, Director City of Tampa Housing and Community Development 2105 N Nebraska Avenue Tampa, FL 33602 813-274-7745 Thomas.snelling@tampagov.net
Helen Golfin 813-965-0372	6121 1st St Wimauma, FL 33598	\$6,000.00	Miscellaneous home repairs and paint	Angela M. Smith, Area Specialist 863-420-4833 USDA Rural Development 2629 Waverly Barn Road Davenport, FL 33897 Angela.smith@fl.usda.gov
Verlesa Davis 813-231-8698	5119 N 17TH St Tampa, Florida 33610	\$62,000.00	Complete remodel and master suite addition	Thomas Snelling, Director City of Tampa Housing and Community Development 2105 N Nebraska Avenue Tampa, FL 33602 813-274-7745 Thomas.snelling@tampagov.net
Andrea Acosta	1919 W State St Tampa, Florida 33606	\$12,000.00	Replaced exterior doors, windows, water heater, roof and insulation	Travis Sewell, Weatherization Coordinator THAP, Inc 5508 N 50th Street Tampa, FL 33610 813-626-4926 tampawap@gmail.com

**Signature Authority**

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

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

☐ Documentation is not required.

☐ The required authorizing documentation is included with Proposal.

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L07000025020  
FILED 8:00 AM  
March 06, 2007  
Sec. Of State  
tcline

**Article I**

The name of the Limited Liability Company is:

ROI CONSTRUCTION, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

405 N. REO STREET  
SUITE 162  
TAMPA, FL. US 33609

The mailing address of the Limited Liability Company is:

405 N. REO STREET  
SUITE 162  
TAMPA, FL. US 33609

**Article III**

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:

ERIC B BROWN  
3925 VERSAILLES DRIVE  
TAMPA, FL. 33634

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ERIC B BROWN



---

## MEMORANDUM OF UNDERSTANDING

TO: <sup>M.O.</sup> Mattie Owens

FROM: Ferline F. Mesidort, Neighborhood Services Administrator 

DATE:

SUBJECT: Community Development Block Grant Activities Housing Rehabilitation  
Forgivable Loan Award(s)

According to the local guidelines set by the City of Delray Beach Neighborhood Services Division Program Activities and approved by the City Commission, you are an eligible participant in the Housing Rehabilitation Program. This Memorandum is to confirm our previous conversations and offers.

<sup>M.O.</sup>  
You have been awarded a forgivable loan in the amount of **\$40,090.45** for the rehabilitation of your home. All contractor draws will require your signature and will be done according to specifications. Any unused funds remaining after the work is completed on your home, will be returned to the Rehabilitation Program.

Inspection of work will be done by the City of Delray Beach's Building Department and the Neighborhood Services Division. Our priority will be to see that your house meets local housing and building code standards (including the HUD Section 8 Housing Quality Standards) and that hurricane protection measures are implemented to the extent that is practical and feasible.



**NEIGHBORHOOD SERVICES DIVISION**  
**AFFORDABLE HOUSING REHABILITATION PROGRAM**

**NOTICE TO PROCEED**

**APPLICATION NO:** 16-514

**SUBJECT: NOTICE TO PROCEED, REHABILITATION AT:**

124 SW 8<sup>th</sup> Street  
Delray Beach, FL 33444

Pursuant to the local guidelines set by the City of Delray Beach's Neighborhood Services Division Affordable Housing Rehabilitation Program and approved by the City Commission, you are hereby given Notice to Proceed with the work at the above referenced property within three (3) calendar days of \_\_\_\_\_. The notice establishes that the work be completed within sixty (60) days of permit issuance.

Please acknowledge receipt of this Notice to Proceed as provided below and return the original signed copy to the City of Delray Beach, Neighborhood Services Division, 100 Northwest 1st Avenue, Delray Beach, Florida 33444.

3-2-17  
Date

Mattie Owens  
Owner

\_\_\_\_\_  
Co-Owner

This acknowledges the above notice was received, which establishes the tentative completion date on:

Ferline F. Mesidort  
Ferline F. Mesidort  
Neighborhood Services Administrator

[Signature]  
Contractor Signature

3-2-17  
Date

ROI CONSTRUCTION, LLC  
Contractor Firm Name

**CITY OF DELRAY BEACH  
NEIGHBORHOOD SERVICES DIVISION**

**SUBORDINATION POLICY AGREEMENT**

---

A homeowner assisted by the program may not refinance his or her first mortgage or take out a second mortgage unless the city agrees to subordinate its second mortgage. The policy used by the City of Delray Beach regarding a subordination request is as follows:

- ☐ If the owner wants to refinance the first mortgage at a lower rate and/or for a shorter loan term, the City will subordinate if:
  - additional money isn't being borrowed (unless its for home repair or reasonable improvements)
  - the resulting housing cost (PITI) does not exceed the housing cost (PITI) calculation of the original loan
  - the new loan is for a fixed interest rate
- ☐ If the owner is taking out a second mortgage for necessary home repairs or reasonable improvements, the City will subordinate if:
  - the combined payments of the first and second mortgages do not exceed 35% of gross income
  - the loan is for a fixed interest rate
- ☐ The City will not subordinate its mortgage for owners attempting to obtain a line of credit or consolidate debt because this would enable them to increase their debt for purposes other than home improvement. The City maintains that:
  - Second mortgages are provided under the program to assist with homeownership
  - Forgivable loans are provided under the programs for the exclusive purpose of rehabilitating, enhancing and/or preserving real estate
- ☐ The City does not support the owner using equity for any items other than the house itself. If the purpose of the new loan is for home repair or reasonable improvements, the need must be substantiated by an inspection of the property by a City of Delray Beach housing rehabilitation inspector and/or estimates for the proposed repairs furnished by the homeowner.

I have read and understand the above policy:

Mattie Owens  
Owner Signature

3-7-17  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date