



**INVITATION TO GENERAL CONTRACTORS**  
**INVITATION TO BID FOR SHIP REHABILITATION PROGRAM**

This SHIP Rehabilitation Program Bid Request is for the below Applicant:

**Esther Anise**  
**9529 Winding Brooke Way, Delray Beach Florida 33484**

Bid documents for this SHIP Rehabilitation Project can be found at the Palm Beach County Department of Housing & Economic Development link below:

<https://discover.pbcgov.org/HED/Pages/Contractor%20Info%20and%20Bid-Package.aspx>

Sealed bids for the above house shall be received until **4:00PM, November 7th, 2024**, on the 5th Floor, Palm Beach County Department of Housing & Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406. Late bid submittals will not be considered. Bids shall be submitted in compliance with the bid documents. Palm Beach County reserves the right to reject any and all bids.

For questions please contact: Joe L. Nubin III, Project Coordinator, 561-233-3625, [jnubin@pbc.gov](mailto:jnubin@pbc.gov), David Lees, Project Coordinator II, 561-233-3658, or [dlees@pbc.gov](mailto:dlees@pbc.gov)

**PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

**INVITATION TO BID: SHIP Rehabilitation Program**

Full Bid Package located at <https://discover.pbcgov.org/HED/Pages/Contractor%20Info%20and%20Bid-Package.aspx>

**Property Owner(s): Elizabeth Anise**

**Property Address: 9529 Winding Brooke Way, Delray Beach 33484**

**Property Control Number: 00-42-46-15-09-000-0640**

**PRE-BID MEETING:** There shall be a pre-bid meeting at **9529 Winding Brooke Way, Delray Beach 33484 on Wednesday, October 24th, 2024 at 2:30 pm.**

**BID BOND:** A 5 % Bid Bond  is required,  is not required for this Bid.

Sealed bids will be received by the Palm Beach County Department of Housing & Economic Development (hereinafter the "Department"), on behalf of the Homeowners identified herein **until 4:00 pm, on November 7th, 2024.**

**Palm Beach County Department of Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406**

**Bids will be opened and recorded as soon as possible thereafter.**

**Bids are valid and binding for sixty (60) days after the established bid opening date.**

Palm Beach County (hereinafter the "County"), a political subdivision of the state of Florida, through the Department intends to recommend award of one contract between the property owner and the lowest, responsive, responsible Bidder that will meet all conditions and requirements necessary to complete the work within the completion timeframes identified in the Contract Documents or to recommend no award to any Bidder and cancel the solicitation, or to re-advertise at County's sole discretion if deemed in the best interest of the County.

**SUBSTANTIAL COMPLETION DATE: October 24th, 2025.  
PROJECT CLOSEOUT DATE: November 25th, 2025.**

**BID BOND:** Federally funded construction projects at or above the current Federal Simplified Acquisition Threshold must meet bonding requirements under 2 CFR Part 200, as amended. For other construction projects the County's Bond requirements will control.

Bidders are required to submit a bid bond on a form approved by County.

**SUBMISSION OF BID:** Bidder shall submit Bid prices written in ink and signed by the Bidder or authorized agent and in case of signature by an employee or agent of the company, the principal's properly written authorization providing signature authority on behalf of the company to such employee or agent must accompany the bid.

Each bid must be enclosed in a sealed envelope which shall be clearly labeled with the words "Bid Documents" and marked with the project name, name of bidder, and date and time of bid opening. Bid proposals must be submitted on the forms provided.

Sealed bids will be received from Contractors who are duly licensed in Florida pursuant to the following requirements:

- A. Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. The Bidder and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of bid submittal. State of Florida Contractor's Certification /Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid which is submitted by a contractor who is not properly licensed/certified at the time the bid is submitted, or which lists a subcontractor who is not properly licensed/certified at the time the bid is submitted, will be rejected as non-responsive.
- B. The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County business tax receipt, except where provisions of F.S. 205.065 apply.

In accordance with F.S. 287.133(2)(a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list. The County will not accept bids for this work from a convicted vendor.

In accordance with Executive Order 12549, Contractors and Subcontractors of any tier that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) as long as they are on the System for Award Management list of Parties Excluded from Federal Procurement or Non Procurement. The County will not accept bids for this work from a vendor on this list.

There shall be no assignment or transfer of the Bid or the Contract except with the express prior written approval of County, which may be denied or granted at the sole discretion of the County.

In consideration of the County's and/or Homeowners' evaluation of submitted Bids and participation in this process, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever against the County and the Homeowner(s) including but not limited to, lost profits and consequential damages and any costs or expenses in preparation of the Bid Response, in the event the County or Homeowner exercises its rights provided for in this Invitation to Bid. Bidder submits its Bid Response at its sole cost and expense and at its own risk.

**BID PRICES:** No unbalanced Bids or front-end loading of Bids will be accepted. If in the opinion of the County, a Bid Item contains inadequate or unreasonable prices for any item, Bid items are not in line with industry standards or averages for the items, then the County can, in its sole

discretion reject the Bid in its entirety. In order for a bid to be balanced each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are provided and/or installed and billed at the beginning of a project also result in "front-end loading". No Front-end loading of bids: This occurs when a bidder submits a relatively high price on items which are normally complete or substantially completed, in the early phases of construction. These items may include: mobilization, clearing and grubbing, maintenance of traffic, insurance and bonds, and/or stored materials. In this context these items would be billed at the beginning of the project and, if paid as billed, result in excess County money expended at the beginning of the project. In bids where a discrepancy exists between the true and correct sum of itemized costs and the total cost (if any) provided by the Bidder, then the true and correct mathematical sum of the itemized costs shall prevail.

Any alteration, erasure, interlineation or failure to specify prices for all items in the bid shall render the bid non-responsive. All prices quoted in the bids shall include all applicable sales taxes.

All prices quoted in all bids shall include all fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction work intended under this Program.

**WITHDRAWAL OR MODIFICATION OF BIDS:** Bidders may correct their bids, and may withdraw inadvertently erroneous bids any time prior to the time set for bid opening. Mistakes discovered before bid opening may be modified or withdrawn by written notice from the bidder, signed in the same manner and by the same person who signed the submitted bid, and received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections or clarifications in bids shall be permitted only to the extent that the corrections do not materially affect the terms, conditions and specifications, and are subject to County's review and approval.

**REJECTION OF BIDS:** County reserves the right to reject any or all Bids, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate Contract terms with the successful bidder, to disregard all non-conforming, non-responsive, unbalanced Bids, or to accept any Bid that in the County's judgment will best serve the public interest and be in the best interest of the County. County and Homeowner reserve the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County or the Homeowner.

**Disqualification of Bidder** - Any of the following causes is considered sufficient to disqualify a Bidder, and reject its Bid.

1. Interest by the same person in more than one bid submitted.
2. Collusion among or between bidders.
3. Unbalanced bids; that is bids in which the price bid is out of all proportion to the other bids received.
4. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County).
5. Lack of the financial, material, equipment, facility, and/or personnel resources and expertise necessary to indicate its capability to meet all contractual requirements.
6. Evidence of bad character, dishonesty or lack of integrity.
7. Lack of current applicable certification and/or license for the purpose of performing the specified work.
8. A dissatisfactory record of performance and experience.
9. History of unsuccessful claims asserted by Bidder against public owners in the

- State of Florida, such as to establish a trend of improperly asserted claims.
10. Any other cause which, renders the Bid non-responsive or non-responsible.

**BID DOCUMENTS MAY INCLUDE THE FOLLOWING:**

- A. Invitation To Bid
- B. Instructions To Bidders
- C. Contract Documents May Include:
  1. General Conditions
  2. Architectural Drawings
  3. Project Specifications
  4. Survey
  5. Geotechnical Report
  6. Environmental Review Letter
  7. Asbestos Survey Report
  8. Asbestos Abatement Report
  9. Construction General Conditions – Federal Funding
  10. Demolition General Conditions – Federal Funding
  11. Federal Requirements
  12. Bid Bond Form
  13. Payment Bond Form
  14. Performance Bond Form

**PROJECT FUNDING:** Bidders are notified that Palm Beach County is provided certain rights as a result of its administrative responsibilities of the project funding and that all Bidders expressly agree to the requirements and conditions associated with the County's funding obligations and oversight of the Project funds.

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Contractor Bid Amount: \_\_\_\_\_

Bid Submitted By: \_\_\_\_\_

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

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

**PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

**INSTRUCTIONS TO BIDDERS**

**ATTENTION:** An Asbestos Survey has not been conducted on this house. The Contractor shall comply with OSHA Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926. Please refer to the General Requirements, specifically specification 9003.6, in the Scope of Work for additional requirements.

**ATTENTION:** A Lead Based Paint test has not been conducted on this house. Please refer to the General Requirements, specifically Specifications 9003.6 and 9008, in the Scope of Work for additional requirements.

**Governing Order of Contract Documents** - The Contract Documents include various divisions, sections, and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract:

Addenda  
Project Specifications  
Special Conditions  
General Conditions  
Technical Specifications/Drawings/Plans  
Invitation to Bid  
Permits

After award, the Contract Documents, change orders, supplemental agreements, and revisions to plans and specifications will take precedence over any of the above. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then the County shall resolve the conflict in any manner which is acceptable to the County and which comports with the overall intent of the Contract Documents.

1. **SITE VISIT:** Contractor shall have visited the site and confirmed all site conditions prior to submitting a bid.

2. **INCONSISTENCIES AND INTERPRETATIONS:** Any seeming inconsistency between different provisions of the bid documents or any point requiring explanation must be inquired into by the bidder in writing at least five (5) business days prior to the time specified above for opening bids. After bids responses are opened, the bidders shall abide by the decisions of DHED as to any interpretations. No interpretations of the meaning of the plans, specifications or other bid documents will be made orally to any bidder and oral interpretations and explanations cannot be relied on. All questions and interpretations should be submitted directly to **CIREIS, hed-cireis@pbcgov.org** and if County agrees that a response is appropriate, such response shall be made in writing to all persons who have obtained the Invitation to Bid.

**Failure** of any bidder to receive or know about any such addendum or interpretation shall not relieve any bidder from any obligation under its Bid as submitted. All addenda so issued shall become a part of the bid documents. It is the sole responsibility of the bidder to monitor the website and email for updates of addenda.

3. **CONTRACT AWARD:** The County will make a determination of the apparent lowest, responsive, responsible bidder that best meets the terms, conditions and specifications which will be most advantageous and result in the best interest of Palm Beach County and the Homeowner(s). Such bidder will be the recommended awardee for the work embraced by this bid, and the County may recommend contract award with such bidder to the Homeowner(s). The Homeowner(s) may then enter into a construction contract with the bidder recommended by the County.

Should the low responsive bidder recommended to the Homeowner(s) fail to enter into a timely contract with the Homeowner as provided, the County may rescind the award recommendation, and recommend the award to the next lowest, responsive, responsible bidder. Such bidder shall then fulfill every stipulation as if it were the original bidder recommended for contract award.

4. **BID RESPONSE:** If selected as the successful bidder, the bidder agrees to execute a Contract with the Homeowner(s). The undersigned proposes to furnish all work, including, but not limited to all labor, materials, supplies, tools, equipment and services required and necessary to perform and deliver a complete Project at the fixed price identified in the bid response.

5. **BID COVERS ALL EXPENSES AND FEES AND COSTS FOR COMPLETE WORK:**

The bidder does hereby declare that the Bid covers all costs and expenses of every kind incidental to the completion of said work and the Contract therefore, including all claims that may arise through damages or other causes whatsoever. The bidder does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds, subsurface conditions, or place where the work is to be done.

6. **NO COLLUSION:** The bidder certifies that he/she has not divulged to, discussed, or compared its bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. The bidder also agrees to provide a sworn statement to this effect if requested. The bidder hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this bid as principals, and that this bid is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that Bidder has made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations within the time limit specified in the Contract for the lump sum (fixed price) Base Bid. The bidder certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County or the Property Owner, as a commission, kickback, reward or gift directly or indirectly by any member of the Contractor firm or by any officer of the corporation.

**7. THE FOLLOWING PAGES OF THE BID DOCUMENTS SHALL CONSTITUTE THE BID PACKAGE TO BE RETURNED TO THE DEPARTMENT.**

1. Page 4 of the Invitation to Bid – Completely filled out and signed
2. The Scope of Work – All line items need a value, enter a zero (0) if not part of the bid. Location Totals need to be entered. Last page of the Scope of Work and Alternates (if included) needs to be filled out and signed.





Property Owner: Esther Anise  
 6529 Winding Brooke Way Delray Beach, FL. 33484  
 Scope of Work-Work Specifications

**PALM BEACH COUNTY DEPARTMENT OF HOUSING ECONOMIC SUSTAINABILITY**  
 100 Australian Avenue, Suite 500, West Palm Beach, Fl. 33406

**OORP REHABILITATION PROGRAM**  
**REHABILITATION PROGRAM SPECIFICATIONS ANALYSIS REPORT**

**PROPERTY INFORMATION:**

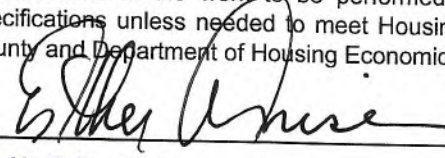
Property Address:	<b>6529 Winding Brooke Way Delray Beach, Fl. 33484</b>		
Property Owner:	Esther Anise		
Owner's Phone:	561-886-8383	Email:	Victory6529@yahoo.com
Contact:	Phone:	Email:	
Year Built: 1977			
Attenuation / Extermination:	ALUNZ Zone: [ ] Yes [ <input checked="" type="checkbox"/> ] No	Termite Fumigation Activity [ ] Yes [ <input checked="" type="checkbox"/> ] No	
Building Description:	Number Bedrooms: 4	Number Bathrooms:	2
Property Control Number:	00-42-46-15-09-000-0640		

**PALM BEACH COUNTY INFORMATION:**

Inspector:	Beth Kofsky and Robert Klein	Phone:	305-608-0692
Planner:	Rosa Rodriguez (rodriguez@pbcgov.org)	Phone:	
<input type="checkbox"/> ORIGINAL, for Planner's file with the in-house estimate of total construction cost: \$ <input checked="" type="checkbox"/> COPY, Ready for Bid (blank copy without cost information)			

**PROPERTY OWNERS REVIEW & APPROVAL OF SPECIFICATIONS & AUTHORIZATION TO BID:**

I / We have reviewed in detail this Work Write-Up consisting of 71 items, with the rehabilitation inspector and understand the specifications of the work to be performed on our property. I/We also agree that there will be "NO" changes in the specifications unless needed to meet Housing or Building Code Requirements. Furthermore, I/We authorize Palm Beach County and Department of Housing Economic Development to obtain bids for the work contained in this Work Write-Up.

X  10/10/2024  
 Ms. Esther Anise Date

**EXPLANATION OF CODES:**

Code 01:	Items intended to correct code violations
Code 02:	Items intended to correct incipient violations
Code 03:	General property improvements

**ATTENTION: ATTENTION: Palm Beach County Dept of Housing Economic Sustainability has adopted the Florida Energy Codes which may appear in this scope of work.**

**Contractor shall include ALL energy calculations including but not limited to doors and windows replacements as required by the Building Department of Jurisdiction.**

Property Owner: Esther Anise  
6529 Winding Brooke Way Delray Beach, FL. 33484  
Scope of Work-Work Specifications

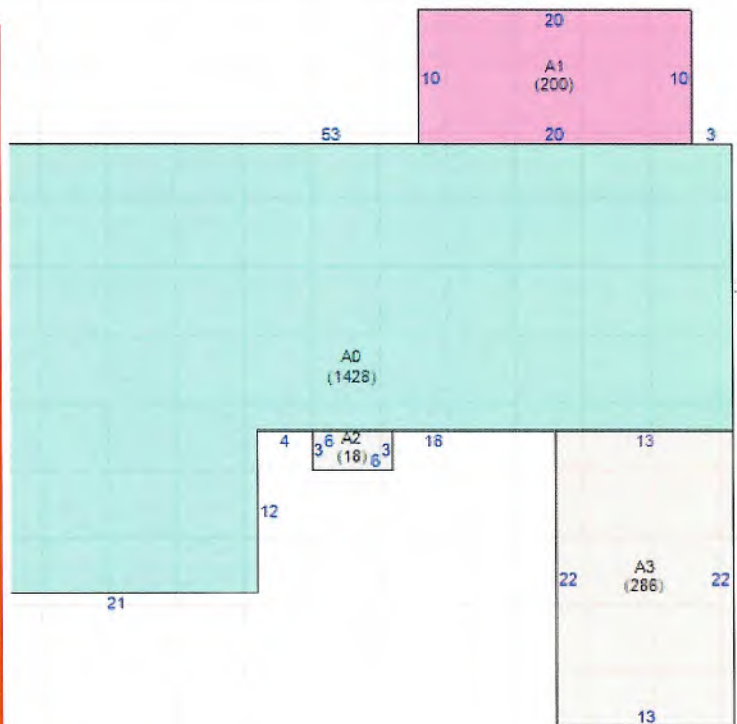
**CONTRACTOR BID INFORMATION:**

The proposed work shall be completed with 8 months working days

Contractor Bid Amount \$\_\_\_\_\_

Bid Submitted by: \_\_\_\_\_

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



Property Owner: Esther Anise  
6529 Winding Brooke Way Delray Beach, FL. 33484  
Scope of Work-Work Specifications

## SCOPE OF WORK-WORK SPECIFICATIONS

### Palm Beach County Department of Housing and Economic Development SHIP Residential Rehabilitation Program

**Project Meeting Site:**

**Name:** Esther Anise  
**Address:** 6529 Winding Brooke Way  
Delray Beach, FL 33484  
(561) 886-8383

**HOME INSPECTION DATE:** December 28, 2023  
**JOB # DESCRIPTION:** WPB-EA -2023

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**References:** "RS Means Cost Data Book"  
"The Walker's Builder Estimator's Reference Book"

## GENERAL SPECIFICATIONS

### GENERAL PAINTING SPECIFICATIONS AND GENERAL REQUIREMENTS

Unpainted materials require priming and two coats of paint. Caulk and seal all areas prior to painting. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO OR LOW VOC 100% acrylic products, for exterior paint. Acceptable paint manufacturers (unless specified in the line item) are Benjamin Moore (Aura or EcoSpec), Sherwin Williams, (Harmony) Glidden/ICI (Life Master), PPG (Pure Performance), Olympic (Valspar), or approved equal. Housing Inspector shall verify brand and VOC level. The Homeowner is to select all colors and confirmed in writing. The Homeowner may select a color choice of 2 colors for interior and or exterior of home in writing/signatures required.

### GENERAL REQUIREMENTS FOR QUANTITIES/MEASUREMENTS

#### VERIFY QUANTITIES/MEASUREMENTS

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g., SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission.

Property Owner: Esther Anise  
6529 Winding Brooke Way Delray Beach, FL. 33484  
Scope of Work-Work Specifications

All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

**HOMEOWNER'S ASSOCIATION (HOA) & CONDOMINIUM ASSOCIATIONS**  
**(CONDO-ASSOCIATIONS)**

*(Applicable for all properties that are a part of a HOA or Condo-Association)*

It is the Homeowner Responsibility to obtain written approval from the HOA or Condo-Association prior to the start of any work. The Homeowner shall assist the Contractor in securing written authorization from the HOA/Condo Association Board.

The Contractor shall maintain a copy of the approval letter and follow all the rules and regulations set forth by the HOA/Condo Association Board. The Contractor shall maintain a copy of the approval letter. The contractor shall provide a copy of the approval letter to DHED staff. The Letter should include the list of approved work items such as roof, paint, windows, doors, finishes, etc. It is the Contractor's responsibility to ensure that all necessary approvals are obtained prior to making any changes or starting the work.

**Contractor to repair/replace** all affected areas of walls, ceiling, and soffit due to the installation of the required roof to wall attachments with similar material to existing and finish and paint to match existing as best as possible.

**Debris Removal:** legal and approved dump locations to properly dispose of all projects construction debris must be utilized by the contractors who sign the SOW agreement.

**Roof to Wall Connector Specification**

The Contractor shall install the required roof to wall connectors to meet the current requirements of the Florida Building Code. The contractor shall have the permit revised indicating the installation of the roof to wall connectors including any engineering, NOAs, or other documents required by the Building Department of Jurisdiction. The Contractor shall install the recommended roof to wall attachments per the Engineer's specifications. The Contractor shall submit the Engineer's report. The contractor shall obtain the Engineer's final approval of the installation of the roof to wall attachments and submit that approval to the Project Coordinator/Compliance Inspector within 5 days of receiving the Engineer's approval. The Contractor shall remove enough plywood to install the required roof to wall connectors. All removed plywood shall not be reused, and new plywood shall be installed in its place.

**Gable Ends:** if the dwelling unit has gable ends, all gable ends are to be retro fitted according to the current Florida Building Code and/or the Building Code of Jurisdiction.

**Contractor to repair/replace** all affected area of walls, ceiling, and soffit due to the installation of the required roof to wall attachments with similar material to existing and finish and paint to match existing as best as possible.

### **WORKMANSHIP STANDARDS**

**All work shall be performed in a professional and workmanlike manner. All work shall be performed in a manner reasonably comparable in design and color as the existing and match existing as best as possible. All work shall be performed in accordance with all applicable building codes, according to drawings (if required) and specifications, and professional industry standards. All work shall meet a standard of quality that is uniform to the given industry and should be functional, safe, and usable based on their intended use. Workers shall protect all surfaces as long as required to eliminate/avoid damage.**

### **WIND MITIGATION INSPECTION AND 4-POINT INSPECTION AND REPORTS**

- a. **Wind Mitigation Inspection and Report**-upon completion of the work specifications, the Contractor shall perform a Wind Mitigation Inspection at the completion of project. Complete the Citizens Wind Mitigation OIR-B1-1802 (Rev. 01/12) or approved equivalent, and all photos that are required for the report and homeowner signatures required. The report is to be submitted with the final pay application for the project. The inspection shall be prepared by the following Florida DPBR licensed professional; Architect, Engineer, General Building or Residential Contractor, Building Code Inspector or Home Inspector.
- b. **4-Point Inspection and Report**-Contractor shall perform a 4-Point inspection at the completion of the project and submit the required report, Citizens 4-Point Inspection Form Version 01/18 or approved equivalent, and all photos that are required for the report. This report is to be submitted with the final pay application for the project. The inspection shall be prepared by the following Florida DPBR licensed professional; Architect, Engineer, General Building or Residential Contractor, Building Code Inspector or Home Inspector.

### **PERMITS AND MISCELLANEOUS FEES**

- a. For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.). The Contractor shall submit this complete Scope of Work with the Permit Application.

### **WARRANTEES**

Property Owner: Esther Anise  
6529 Winding Brooke Way Delray Beach, FL. 33484  
Scope of Work-Work Specifications

*The Contractor agrees to provide a one (1) year warranty for all work performed under these specifications. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications. Additionally, the Contractor agrees to **provide a Five (5 year) roof warranty.***

#### **ABESTOS GENERAL REQUIREMENT – 9003.6**

##### **Spec# 9003.6 - ASBESTOS-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES ASBESTOS GENERAL CONDITIONS**

No Asbestos Survey has been conducted on this house. The execution of all work in the Scope of Work shall comply with all applicable federal, state, and local laws, rules, regulations, and guidelines for Asbestos environments, including but not limited to: 29 CFR Parts 1910, 1915, and 1926 - OSHA Asbestos Standards; 29 CFR 1928 - OSHA Construction Standards; 40 CFR Parts 9, 61, 721, 763 - EPA; The NESHAP Standards; 16 CFR Part 1305 and 1304 - Consumer Product Safety Commission; the Clean Air Act. The contractor shall at all times implement safe work practices during rehabilitation work.

#### **Lead Based Paint Required Specifications**

##### **Spec # 9002 - APPLICABLE LEAD-SPECIFIC DEFINITIONS**

Abatement: Any set of measures designed to permanently (permanent = expected life span of at least 20 years) eliminate lead-based paint or lead-based paint hazards.

CFR - The Code of Federal Regulations:

De minimus - Safe work practices and clearance are required when more than:

- 20 SF on exterior
- 2 SF per interior room
- 10% of small component

is deteriorated or will be disturbed by renovation.

Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Work site: An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one work site in a dwelling unit or at a residential property.

Clearance: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or work site. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at Sec. 35.1320. When required, the contractor is responsible for obtaining all required clearance reports.

See 24CFR Part 35 - Subpart B - Section 35.110 Definitions, for additional definitions.

Property Owner: Esther Anise  
6529 Winding Brooke Way Delray Beach, FL. 33484  
Scope of Work-Work Specifications

**Spec # 9003 - LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES**

The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

**Spec # 9003.5 – LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES  
LEAD BASED PAINT GENERAL CONDITIONS**

EPA's Lead Renovation, Repair and Painting Rule (RRP) Rule requires that Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes built before 1978 be certified by EPA per §745.89, use certified renovators for abatement who are trained by EPA-approved training providers and follow lead-safe work practices. Contractor certification is a key requirement to ensure the training of individuals and the use of lead-safe work practices.

No Lead Based Testing has been conducted on this house. The execution of all work in the Scope of Work shall comply with all applicable federal, state, and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Safety and Health Regulations for Construction (OSHA); 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead-Based Paint Poisoning Prevention in Certain Residential Structures in particular 24 CFR 1330 and 24 CFR 1350; Residential Lead-Based Paint Hazard Reduction Act of 1992; HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing. The contractor shall at all times implement safe work practices during rehabilitation work in accordance with 24 CFR Part 35.1350. When required, the Contractor is responsible for obtaining all required Clearance Reports.

**Spec# 9008 - ENVIRONMENTAL REHAB--RRP REQUIREMENTS**

Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

**SCOPE OF WORK- WORK SPECIFICATIONS**

**WIND MITIGATION INSPECTION AND 4-POINT INSPECTION AND OTHER REQUIRED REPORTS**

**01) WIND MITIGATION INSPECTION REPORT**

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Upon completion of the work specifications, the Contractor shall perform a Wind Mitigation Inspection at the completion of project. Complete the Citizens Wind Mitigation OIR-B1-1802 (Rev. 01/12) or approved equivalent, and all photos that are required for the report and homeowner signatures required. The report is to be submitted with the final pay application for the project. The inspection shall be prepared by the following Florida DPBR licensed professional; Architect, Engineer, General Building or Residential Contractor, Building Code Inspector or Home Inspector.

**02) 4-POINT INSPECTION REPORT**

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

Contractor shall perform a 4-Point inspection at the completion of the project and submit the required report, Citizens 4-Point Inspection Form Version 01/18 or approved equivalent, and all photos that are required for the report. This report is to be submitted with the final pay application for the project. The inspection shall be prepared by the following Florida DPBR licensed professional; Architect, Engineer, General Building or Residential Contractor, Building Code Inspector or Home Inspector.

**03) WOOD DESTROYING ORGANISM (WDO) INSPECTION AND REPORT** \$ \_\_\_\_\_

**General Information:**

1. The WDO inspection is to be done by a Florida licensed extermination company licensed to provide inspection services.
2. All work to be done in accord with the provisions of Florida Statue, CHAPTER 482.
3. The WDO report to be submitted on the required form as determined by the Department of Agriculture and Consumer Services.
4. Contractor to submit the WDO report to the Project Coordinator/Compliance Inspector with the Mobilization Pay Application including all required documentation.

**Project Conditions:**

Contractor to correct/repair all damages caused by the extermination company during the inspection.

**Work Performance**

1. Coordinate the inspection with the property owner.
2. Perform a full WDO investigation (Exterior and Interior) to determine the presence of WDOs and/or Termites.
3. Submit the findings (Positive or Negative) on the required Florida Department of Agriculture and Consumer Services Form.
4. The inspection report must include the following information and statements:
  1. The licensee's name.



2. The date of the inspection.
3. The address of the structure inspected.
4. Any visible accessible areas not inspected and the reasons for not inspecting them.
5. The areas of the structure that were inaccessible.
6. Any visible evidence of previous treatments for, or infestations of, wood-destroying organisms.
7. The identity of any wood-destroying organisms present, and any visible damage caused.
8. A statement that a notice of the inspection has been affixed to the property in accordance with subsection (4) or subsection (5) of Florida Statute 482 and a statement of the location of the notice.
9. A Copy of the WDO report is to be submitted to the Project Coordinator/Compliance Inspector within 2 days of the inspection for review.

## THERMAL & MOISTURE PROTECTION

### 04) PITCHED-SHINGLE ROOF REPLACEMENT \$ \_\_\_\_\_

#### SHINGLE ROOF REPLACEMENT

- a. **Asphalt Shingle Roof: roof replacement pitched roof. Entire pitched roof. Dimensional asphalt laminated shingles, algae resistance, rate for a minimum of 130 mph wind resistance and have a Class A fire rating.** Acceptable shingles are Shingles as manufactured by Owen Corning or an approved equal.
- b. **Pitched Roof:** Asphalt Roof Shingles: Contractor shall remove the entire existing shingle roof and replace the entire roof with a new dimensional shingle roof meeting the requirements of the Florida Building Code. **FBC Section 1512 New Roof Plan-Permit Requirements.**  
Furnish and install new underlayments, 3 inches galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Furnish and install new 30-year architectural fungus resistant fiberglass shingles mechanically fastened to deck. Valley shingles may be applied in and open or closed fashion only, not woven. The contractor shall warranty work for **five** years from the final completion date of all work under this contract. Homeowner will select colors from the manufacturer's standard colors. Upon completion of work, the contractor will provide the homeowner with the warranty up to **five-5** years against leaks. **30lb felt underlayment** is needed for the entire roof replacement must be used to meet  
Furnish and install new underlayment mechanically fastened to the deck, Four Ply Built-Up Roof Finishing in a Mineral Surfaces Cap Sheet. Upon completion of work, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks. This item requires a permit.

- c. **All debris** from the Contractor's activities shall be removed from the property and all surfaces swept or raked clean. The Contractor is responsible for providing protection from the weather during the re-roofing and protection of all areas of the property affected by the Contractor's activities.
- d. Contractor shall tear-off and dispose of all existing roofing material. The existing wood decks shall be re-nailed in accordance with FBC R4402.10.5. All decks shall be broom clean and dry prior to the application of the new roof covering.
- e. Contractors shall include in their bid the cost of replacing up to 10% of the sheathing/planking and up to 40 linear feet of truss/rafter chords. Damage in excess of 10% of the sheathing/planking and/or in excess of 40 linear feet of truss/rafter chords shall be addressed in a change order.
- f. All flashings and drip metal shall be minimum 26 ga. galvanized steel. Drip metal shall have a 3" flange, lapped a minimum of 3" and fastened with 12 ga. x 1-1/4" corrosion resistant ring-shanked roofing nails spaced at 4" on centers. Contractor shall replace deteriorated portions of existing 1"x 2" 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" drip edge.
- g. Valley metal and all tie-ins at sloped roof areas shall be 16" in width, or as required by code, and lapped a minimum of 6" on centers with a full bed of roofing cement. The entire edge of the flange and all nail penetrations shall be covered with membrane and roofing cement.
- h. All roofing cement shall be ASTM D-4586 asbestos-free and all products shall have Metro-Dade Component Approval.
- i. Remove all unused vent stacks.  
Re-roofing of flat deck areas shall have a modified bitumen membrane cap sheet with an additional ply in accordance with FBC 1508.5 and the manufacturer's specifications as outlined in the Metro-Dade Product Control Notice of Acceptance. The specified manufacturer is Firestone SBS Modified Bitumen Roofing Systems or approved equal.
- j. Verify roof to wall connections while the roof is being strapped.
- k. Replace all existing plumbing vent lead boots and replace all exhaust vent hoods. Replace existing rooftop attic ventilators (if applicable).
- l. All roofing contractors must comply with any gas vent requirements per Building and Zoning. When applicable.
- m. There can be no pooling water. If required, use tapered insulation and/or build up low areas, to prevent any pooling water.
- n. Exterior wall - install continuous termination bar and stucco stop. Patch stucco above the stucco stop.
- o. **Rafters:** verify rafters are in good condition. Complete on 200 LF of 24" back and front overhang. No splicing shall be less than 10' long. The required caulking at all wall ends or rafter along fascia board needed. On all new wood prime and paint to create an even and smooth finish. Match finishes. Complete for all existing pitch and flat roofs.

- p. Paint and patch all close sections or areas of the home affected by this installation. **Please note all damaged and rotted wood must be replaced, painted and repaired.**

**05) FLAT ROOF REPLACEMENT \$ \_\_\_\_\_**

**Roof Specifications**

- a. **All debris** from the Contractor's activities shall be removed from the property and all surfaces swept or raked clean. The Contractor is responsible for providing protection from the weather during the re-roofing and protection of all areas of the property affected by the Contractor's activities. **Roof Specifications – (See this section).** writer's Laboratories, Inc. and delivered in the manufacturer's original packaging.
- b. Contractor shall tear-off and dispose of all existing roofing material. The existing wood decks shall be re-nailed in accordance with FBC R4402.10.5. All decks shall be broom clean and dry prior to the application of the new roof covering.
- c. Contractors shall include in their bid the cost of replacing up to 10% of the sheathing/planking and up to 40 linear feet of truss/rafter chords. Damage in excess of 10% of the sheathing/planking and/or in excess of 40 linear feet of truss/rafter chords shall be addressed in a change order.
- d. All flashings and drip metal shall be minimum 26 ga. galvanized steel. Drip metal shall have a 3" flange, lapped a minimum of 3" and fastened with 12 ga. x 1-1/4" corrosion resistant ring-shanked roofing nails spaced at 4" on centers. Contractor shall replace deteriorated portions of existing 1"x 2" 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" drip edge.
- e. Valley metal and all tie-ins at sloped roof areas shall be 16" in width, or as required by code, and lapped a minimum of 6" on centers with a full bed of roofing cement. The entire edge of the flange and all nail penetrations shall be covered with membrane and roofing cement.
- f. All roofing cement shall be ASTM D-4586 asbestos-free and all products shall have Metro-Dade Component Approval.
- g. Remove all unused vent stacks.
- h. Re-roofing of flat deck areas shall have a modified bitumen membrane cap sheet with an additional ply in accordance with FBC 1508.5 and the manufacturer's specifications as outlined in the Metro-Dade Product Control Notice of Acceptance. The specified manufacturer is Firestone SBS Modified Bitumen Roofing Systems or approved equal.
- i. Replace all existing plumbing vent lead boots and replace all exhaust vent hoods. Replace existing rooftop attic ventilators (if applicable).
- j. All roofing contractors must comply with any gas vent requirements per Building and Zoning. When applicable.
- k. There can be no pooling or ponding of water and the flat deck requires a positive pitch.

**06)HOME INSULATION R-38 \$\_\_\_\_\_**

- a. **New Insulation: R-38 rated Insulation required.** Provide Insulation Certificate to owners. R38 insulation has a high R-value and offers excellent thermal resistance, which translates to a higher level of insulation effectiveness. R38 insulation is around 12 to 15 inches thick. With a thicker layer of insulation, R38 insulation offers higher energy savings by reducing heat loss or gain in one's home. R-38 reduces heat transfer through walls, floors, and ceilings, R38 insulation assists the HVAC system work more efficiently, resulting in lower energy bills.
- b. **Insulation by contractors is legally required to follow manufacturers' label requirements dictating the amount of material that must be installed—the "bag count"—per square foot of attic. Use the chart to determine the number of bags of insulation per 1000 sq. ft. for the R-38 value. Adjust this bag count to correspond with the attic's area. Contractor to verify that the depth of the installed insulation is equal to the depth shown on the manufacturer's approved installation requirements and chart.**

**07)SECONDARY WATER BARRIERS-FOR BOTH THE HOMES FLAT AND PITCHED ROOFS \$\_\_\_\_\_**

- a. **Pitched roof. Install a Secondary Water Barrier-SWB:** A secondary water barrier is required. There is a 30lbs felt paper requirement:" Install a proper secondary water resistant "SWR" barrier, Self-Adhering Polymer Modified Bitumen Underlayment "Peel & Stick" Rolls directly to the roof deck installed per manufacturer's specifications and Building Code of Jurisdiction with 4" or 6" tape directly to all roof deck seams installed per manufacturer's specifications and Building Code of Jurisdiction."
- b. **Flat Roof-Install a Secondary Water Barrier-SWB:** A secondary water barrier is required. There is a 30lbs felt paper requirement:" Install a proper secondary water resistant "SWR" barrier, Self-Adhering Polymer Modified Bitumen Underlayment "Peel & Stick" Rolls directly to the roof deck installed per manufacturer's specifications and Building Code of Jurisdiction with 4" or 6" tape directly to all roof deck seams installed per manufacturer's specifications and Building Code of Jurisdiction.

**08)REINFORCE THE GABEL ENDS \$\_\_\_\_\_**

- a. **Reinforce the Gabel Ends.** Reinforce each end using diagonal cross bracing. The two-way cross supports are needed on each gable end and this reinforcement bracing must be installed to code. The wood gauge and screws used must meet code for reinforcing the gable ends and when using diagonal cross bracing.

**09)REPLACEMENT OF EXTERIOR FASCIA AND SOFFIT VENTS \$ \_\_\_\_\_**

**REPLACEMENT LOCATIONS: ENTIRE HOME VERIFY MEASUREMENTS**

**a. FASCIA BOARD**

Remove all the damaged and deteriorated fascia. Paint replaced fascia, per the General Paint Specifications, to match the existing.

**Fascia Board-Replacement: all damaged and rotted fascia along the front and sides of home: east, west, side of home around the front and rear porch. Sides where the drip edge is angled the fascia board will not be replaced. Includes full removal and replacement of all of the identified rotted and damaged fascia board of home. Pine 1 x 6 shall be used. Install to code.160 LF.**

**b. Replacement Requirements** - Outside corners shall be mitered and all fascia shall be secured with non-corrosive nails. Minimum length of any fascia segment shall be 5' feet. All attachments to fascia must be removed and reattached after fascia replacement by the Contractor. Prime first, caulk all intersections, and paint fascia to match existing fascia.

**c. Replacement Requirements - Soffit Vents:** Replace all of existing homes screened soffits with all new and matching and same size screen soffit vents in the same locations as existing. All soffits' vents shall be secured with non-corrosive nails. Finish all soffit corners. Replacement Requirements entire homes soffit vent.

**NEW HURRICANE IMPACT RESISTANT (HIR)  
DOORS, SLIDING DOORS AND WINDOWS**

**10) ONE NEW DOOR- FRONT HURRICANE IMPACT RESISTANT (HIR) DOOR  
\$ \_\_\_\_\_**

**A. DESCRIPTION OF HIR DOOR OPENING HIR-IMPACT FRONT DOOR ¾ HIR UPPER DECORATIVE GLASS RECTANGL PANE.** Install a new impact resistant hurricane door. New composite frames and casing is required. New wood buck, set buck in premium silicone sealant. Install the door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). This item requires a permit.

**B. Front door shall be a HIR standard 6 panel doors ¾ HIR UPPER DECORATIVE GLASS RECTANGL PANE.** one new impact resistant hurricane doors. New composite frames and casing is required. New wood buck, set buck in premium silicone sealant. Install the door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

**C. Door Hardware:** replace all the hardware to be installed for the home's newly installed door.

- D. **DESCRIPTION OF THE HIR EXTERIOR DOOR:** The new Out-swing impact resistant fiberglass exterior door as described above. The door shall be complete with jamb, composite casing, brick molding. Install aluminum weather-stripping saddle, weather-stripping, and spring/chain stop or doorstop. Discuss with the Homeowner the height of the peephole prior to installation. The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike.
- E. Countersink all fasteners into frame, to conceal, fill with wood putty and sand smooth.
- F. If door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb and casing. Paint the door as recommended by the manufacturer. Hurricane Resistant and code compliant doors shall meet the current and local FBC.

**11) ONE REAR DOOR HURRICANE IMPACT RESISTANT (HIR) DOOR**

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- A. **Rear door shall be a HIR standard 6 panel doors.** one new impact resistant hurricane doors. New composite frames and casing is required. New wood buck, set buck in premium silicone sealant. Install the door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).
- B. **Door Hardware:** replace all the hardware to be installed for the home's newly installed door.
- C. **DESCRIPTION OF THE HIR EXTERIOR DOOR:** The new Out-swing impact resistant fiberglass exterior door as described above. The door shall be complete with jamb, composite casing, brick molding. Install aluminum weather-stripping saddle, weather-stripping, and spring/chain stop or doorstop. Discuss with the Homeowner the height of the peephole prior to installation. The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike.
- D. Countersink all fasteners into frame, to conceal, fill with wood putty and sand smooth.
- E. If door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb and casing. Paint the door as recommended by the manufacturer. Hurricane Resistant and code compliant doors shall meet the current and local FBC.

**12) ONE GARAGE SIDE NEW SIDE DOOR HURRICANE IMPACT RESISTANT (HIR) DOORS \$ \_\_\_\_\_**

**LOCATION AND DOOR TYPE: SIDE GARAGE HIR DOOR**

- a. **Side door shall be a HIR standard 6 panel doors. one new impact resistant hurricane doors.** New composite frames and casing is required. New wood buck, set buck in premium silicone sealant. Install the door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).
- b. **Door Hardware:** replace all the hardware to be installed for the home's newly installed door.
- c. **DESCRIPTION OF THE HIR EXTERIOR DOOR:** The new Out-swing impact resistant fiberglass exterior door as described above. The door shall be complete with jamb, composite casing, brick molding. Install aluminum weather-stripping saddle, weather-stripping, and spring/chain stop or doorstop. Discuss with the Homeowner the height of the peephole prior to installation. The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike.
- d. Countersink all fasteners into frame, to conceal, fill with wood putty and sand smooth.
- e. If door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb and casing. Paint the door as recommended by the manufacturer. Hurricane Resistant and code compliant doors shall meet the current and local FBC.

**13)HIR FRENCH DOORS FLORIDA ROOM TO PATIO \$ \_\_\_\_\_**

**FRENCH DOORS HIR -1 set back room onto Patio.**

**Use the same configuration or owner to decide the final design for the existing door openings using both two doors that open. Clear view French doors. Clear view French doors.**

**TWO FRENCH HIR GLASS DOORS; LOCATION: REAR FLORIDA ROOM AT THE BACK OF HOME ENTERS ONTO THE PATIO: DESCRIPTION OF THE FRENCH**

**DOORS: White:** New impact solid HIR glass Panel rear French Door-CLEAR view. Homeowners shall select color of Full glass within the frame and degree of tinted glass from the standard stock. Install the new impact French doors with their components in strict compliance with the Florida Building Code product approval (or Miami/Dade NOTICE OF ACCEPTANCE) including FBC Energy Conservation. This item requires a permit.

**INSTALLATION REQUIREMENTS FOR BOTH DOORS:** Install aluminum weather-stripping saddle, weather-stripping, and spring/chain stop or doorstop. The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike.

Countersink all fasteners into frame, to conceal, fill with wood putty and sand smooth. If door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb and casing. Paint the door as recommended by the manufacturer. Hurricane Resistant and code compliant doors shall meet the current and local FBC. Contractor to verify measurements.

**14)) REPLACE ALL WINDOWS WITH NEW HURRICANE IMPACT RESISTANT -SINGLE HUNG WINDOW AND LIKE FOR LIKE \$\_\_\_\_\_**

**LOCATIONS: (16 WINDOWS)**

**(12 WINDOWS)**

**LOCATIONS AND SIZES:**

**Number of windows, size and location**

- #1- 53" x 56" - Living room
- #2- 62" X 74" – Florida room rear
- #2 74" x 63" - Florida room rear
- #1 38" x 36" – Garage Room
- #2 53" x 38" – 1-Bedroom
- #2 20" x 38" –2-Bedroom
- # 1-37" x 38" Bathroom
- #1 53" x 38" – 2-Master bedroom
- #1 36" x 38" – 1 Hallway Bathroom
- #2 53" x 38" -2- Bedroom 3
- #1 38" x 62"-1 – Bedroom 3

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**16 Windows Single Hung**

- A. Replace all windows (16) sixteen windows with new Hurricane Impact window in the same configuration using a clear view same as the existing windows. **Hurricane Impact Resistant Windows-(HIR) – single hung.**
- B. **Locations: all windows of home.**
- C. Replace the bathroom windows with a new HIR opaque glass window in the same configuration as the existing windows using same design as existing.

All window replacements require code approval and the installation must be in accordance with the Florida Building Code. **Contractor to verify all measurements. Install new hurricane resistant impact glass prefers the single hung windows with screens and tinted glass- based upon the requirements please include cost for either type of window as described.** All windows can be replaced with single hung or windows including screens for all windows. Homeowner shall select color of frames and degree of tinted glass from the standard stock. Install the new hurricane impact resistant windows with their components in strict compliance with the Florida Building Code product approval (or Miami/Dade NOTICE OF ACCEPTANCE) including FBC Energy Conservation. This item requires a permit.



Prior to submitting the bid, it is the contractor's responsibility to verify if the City Building Official is requiring the replacement windows to comply with the FBC Energy Conservation. Bid accordingly.

- a. Install wood buck, set buck in caulk. Stucco the exterior and repair drywall interior side.
- b. All exposed anchoring screws shall be the same color as the window frame.
- c. Replace only the broken or damaged windowsill. Install ½" marble sills. The windowsills must completely conceal the mullion clips. Do not notch-out the windowsills and use a filler material to conceal the mullion clips.
- d. Remove the manufacturers' stickers and any residue on the glass after all final inspections.
- e. Paint, plaster and finish.

**15) EXTERIOR WALL REPAIRS AND PAINTING \$ \_\_\_\_\_**

**LOCATIONS: ENTIRE HOME SECTIONS-**Repair the concrete and repaint.

- A. Pressure clean masonry/stucco wall surfaces, pipes, doors, columns, gates, the front of home exposed concrete area. Remove dry, shrunken deteriorated caulk. Cut away old gaskets and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces filling in all holes and cracks to receive new sealants. Install backer rods as necessary prior to caulking. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. **Fill in and seal all cracks and stucco and repair all the holes to those areas creating a smooth finish, seal and repair all wall damage around the entire home and sides and rear section.** Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.

**Contractor to spray then back roll.** Tint the primer to the color selection. Paint all previous painted surfaces including eave drip, fascia, soffit, doors (six sides), patio (walls and ceiling screened in or not), security/decorative bars, railing and awnings. Use the right product for the surface painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

**NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees, and ornamentals on site while painting and pressure cleaning.**

- B. **Homeowners will select a maximum of three colors.** Meet all the City Code requirements.
- C. Excessive bleeding in wood members must be spot primed before application of first coat. Inc.in E.
- D. **Apply the proper uniform mil-thickness of paint for moisture protection and warranty. Do not spray paint, roller, and brush application only. All work must be free of runs, sags, defective brushing or rolling. Inc.**
- E. **Apply the proper mil-thickness of paint for moisture protection and warranty.**

- F. Material allowance for paint must be mid-grade or better, and minimum 10 years warranty paint, which are ZERO OR LOW VOC 100% acrylic products, e.g., Sherwin Williams or an approved equal. Housing Inspector to verify brand and VOC level. Upon completion, contractor must provide the Homeowner a list of all paint code numbers per locations. Additional paint shall be left to Homeowner for future use.
- G. Upon completion of the project, the contractor must provide a manufacture warranty (not the paint label warranty). The manufacture representative must inspect, approve and sign-off on the exterior painting.
- H. Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings' numbers shall be at least four inches tall and one-half inch wide.

## MECHANICAL

### 16) ONE HVAC SPLIT UNIT - FULL REPLACEMENT \$ \_\_\_\_\_

**REPLACEMENT OF HVAC SPLIT UNIT – The home's compressor is located outside the home-on the rear of yard. The handler is in the back bedroom closet of home.**

- A. **Air Condition Equipment** - Install new air-handling units (AHU). Install a new AHU with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. Acceptable manufactures are Carrier, RUD or Rheem, or approved equal. Haul away all debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a minimum five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications, FBC including FBC Energy Conservation; make all the necessary modifications. These items require a permit.
- B. **Properly size** the replacement equipment by providing the heat loss and heat gain load calculations.
- C. **Size the electric heat strip** to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- D. **Verify supply air outlet to each room (including the bathroom. Upgrade and replace all new supply/return and grilles.**
- E. **Handler: in bedroom closet of home.**
- F. **Split air conditioning systems** shall have a minimum SEER rating of 15.3 SEER16 **SEER 2- Rating and Energy Star qualified and labeled accordingly. This must be Based upon the building code.** Prior to installation, Contractor must verify ENERGY STAR qualified equipment with Air-Conditioning, Heating, and Refrigeration Institute (AHRI) and Contractor must provide equipment AHRI Certificate of Product Rating to verify SEER rating. Register in the homeowner's name. Provide at time of final inspection.
- G. **ENERGY STAR qualified and labeled accordingly.**

- H. Pan for the unit to sit over and support framing for the unit is needed.
- I. **Steel Cage:** Condensing unit shall have a steel security cage constructed to permit maintenance and protect the condenser unit from vandalism. The steel cage shall be fastened to the condenser pad with vandal proof fasteners per Building Code of jurisdiction.
- J. **Warranty:** Contractor shall register the unit with the manufacturer for the owner and provide the owner with the factory warranty and manual. Contractor will provide DHED a copy of the factory warranty in the homeowner's name.
- K. **Thermostats:** provide new: 7-day programmable digital thermostat, acceptable models are Lux Products TX9000TS and Honeywell RTH7600D or approved equal.
- L. **Provide new: high and low, voltage electric service and equipment.**
- M. **Replace duct work throughout the home's attic. New duct work to code is required with the new HVAC system.** Install a new plenum to FPL standards. Distribute the new ducting to code. Verify supply air outlet to each room (including the bathrooms; all new supply air ductwork is required. Ensure the required to code ductwork and duct lines all elevated off the attic rafters.
- N. **Upgrade and/or modify** all the home's electric requirements (per building code) to accommodate the new air conditioner. Replace the electrical shut off.
- O. **The contractor to submit a set of plans with the new air distribution system for approval. The following is required for permitting:**
- 1- Cooling load Calculations
  - 2- New Air Distribution System
  - 3-The tonnage is based on the square footage and mechanical calculations for an installation.
  - 4-The Air Conditioning contractor to provide a cooling load calculation of this residence to confirm if the recommended ton and equipment is capable of the cooling load of this home-building.
  - 5-Contractor to design and replace all the distribution system.
  - 6-In all rooms install a transfer grill or transfer duct to provide balance return air if is not one in place already.
- P. **Seal all air leaks in the (supply and return).**

17) HVAC TEST AND BALANCE \$ \_\_\_\_\_

- A. **TEST & BALANCE:** Perform a Test & Balance of the new central air conditioning system to document that it attains optimum performance as reflected in the permitted air distribution calculations. The Test & Balance Report shall be submitted and provided to DHED.

**18) ELECTRICAL PANEL AND SERVICE REPLACEMENT \$ \_\_\_\_\_**

All electric systems of the house, Interior and Exterior, shall be repaired, corrected, and/or replaced as required to meet the Florida Building Code and National Electric Code by a licensed electric professional. Current AMP 150.

1. Upgrade the existing interior service panel and main exterior service panel to a compatibility of amperage rating of 200 Amp Electrical service with a main disconnect and main overload protection devices. The circuitry shall be sufficiently sized to meet current and anticipated future needs with all circuits labeled and balanced.
2. NEC Requires that the Panel shall have 30" clear space width and at least 3' of unobstructed space in front of the panel.
3. Install a new mast head-weather head for the home 18" above the roof surface secure to code. Ensure new grounding is included with this installation.

**19) ELECTRICAL REPAIRS AND NEW GFCI'S EXTERIOR OF HOME FOR LAUNDRY ROOM \$ \_\_\_\_\_**

1. **Two (2) Exterior Tamper Resistant GFCI:** The exterior outlet must be weatherproof and have a tamper resistant cover. Install one GFCI one next to the home's French door onto covered patio. Install One GFCI in front where existing GFCI was once installed and is not working.
2. **One (1) GFCI receptacle replacement to code in the laundry room.** Install two receptacles to code. Re-wiring within the laundry room and the installation of two (2) new receptacles are needed. Appliance receptacles must be code compliant.
3. Contractor shall provide drawings and diagrams as required to secure permits.
4. Repair/restore surfaces affected to match average finishes of existing walls and ceilings.
5. All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting, and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface.

**20) TEN YEAR (10) BATTERY POWERED SMOKE ALARMS AND/ CARBON MONOXIDE DETECTORS \$ \_\_\_\_\_**

Install Ten (10) year battery powered smoke alarms and/ carbon monoxide detectors. Install them in each bedroom of the homes four (4) bedrooms; up to four (4) smoke detectors including one outside the sleeping areas and a total of four (4) in total for the areas outside of the sleeping area as specified in the Florida Building Code (FBC) and National Electric Code (NEC). One (1) carbon monoxide detector for the garage. Requirements for Placement: shall be located on either the adjacent walls or ceilings per FBC and NEC.

1. For each of the bedrooms and outside the bedrooms. Install UL approved smoke detector(s) 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.
2. Repair/restore surfaces affected to match average finishes of existing walls and ceilings.
3. Contractor shall provide drawings and diagrams as required to secure permits. Remove all old and non-working battery-operated smoke detectors located in hallway. Paint and patch any effected areas associated with this work item to match the existing adjacent surfaces.

## PLUMBING

### 21)REPAIR THE WATER HEATER \$ \_\_\_\_\_

- a. **Water Heater:** Install a new gate valve.  
A 3/4" relief line is required, and it must drain dry and ensure it extends 6" from and off the ground and connect to code. Repair drywall damage to wall.  
A collection pan under the unit is required with this installation.

### 22)REPLACE THE KITCHEN SINK AND FAUCET \$ \_\_\_\_\_

- b. **New Sink Double Or single Bowl, Faucet and Plumbing:** Remove and replace existing kitchen **Double or Single Sink bowl sink**, faucet and drain assembly. Haul away debris from property at once. Install new **Sinks** 9" deep, minimum 20-gauge stainless steel. Install a new label Water-Efficient faucet with or without sprayer; allowance including sales tax for the faucet.  
Repair/replace all damaged surfaces inside and out, caused by this work item.  
**New P-Trap** is needed for this sink. Install a new connection from sinks new drain line and (P-Trap) to the exterior drain line.

### 23)REPLACE HOMES GARBAGE DISPOSAL \$ \_\_\_\_\_

- a. **New Garbage disposal** with the installation as the existing gets clogged.  
**Garbage Disposal: up to a 1.0 HP** Remove and replace existing garbage disposal with a new one. New electrical and plumbing connections are required with this installation. **(GD-Material Allowance-including sales tax is \$200.00).**

**24) ELECTRICAL REPAIRS GFCI KITCHEN \$ \_\_\_\_\_**

**Install a total of Four (4) new GFCI receptacles within 6' of water source and those outlets that service counters in kitchen.**

1. Contractor shall provide drawings and diagrams as required to secure permits.
2. Repair/restore surfaces affected to match average finishes of existing walls and ceilings.
3. All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting, and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface.

**MASTER BATHROOM FIXTURE REPLACEMENT**

**25) ONE SHUT OFF VALVE FOR THE MASTER BATHROOM \$ \_\_\_\_\_**

**Install a chromed brass shut-off valve on all existing fixture supply lines for the One master-bathroom vanity.**

**26) LAVATORY - INSTALLATION OF A NEW VANITY - AND PLUMBING NEEDED FOR MASTER BATHROOM \$ \_\_\_\_\_**

**Vanity (same size) - Complete plywood vanity. Lavatory Top Side and 4" Side and Back Splash:** The side, back splash, sink top will be a (cultured marble sink-hard surface top) shall be formed as an integral part of the countertop or a set-in sink with new standard exterior grade plywood or approved equal. Homeowner will select color and style for the cabinet, and sink/countertop from standard stock colors. **New Base Unit:** the new base, countertop shall be plywood or solid wood including the doors, back to cabinet with no particle board. Contractor to Verify measurement.

**A. Faucet: acceptable faucet designs are finish-lever-operated, push-type controlled mechanisms, discuss with the Homeowner.** Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist; Dual lever brushed nickel with a maximum 1.5 GPM flow rate. Include PVC drain attached to code legal plumbing vent, use L copper or equivalent on all supply lines. Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome escutcheon plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with low-VOC sealant.

**27) MASTER BATHROOM - INSTALL NEW BATHROOM WALLS, SHOWER STALL AND FULL SURROUND WALL TILES \$ \_\_\_\_\_**

Remove the tub and install a new curbed shower, install a new curbed shower enclosure, and install a new small minimal 3" curbed shower. The new shower size fits into the location where tub-shower is currently located: 3" Curbed shower- -Enclosure will be replaced with new. Install new shower doors. Shower size 3' x 5' area. Include shower door, track and frame for ease in use.

Bathroom shower floor and flooring and wall tiles only.

**LOCATIONS-MASTER BATHROOM SHOWER FLOORING-BATHROOM WALLS**

- a. Demolition of bathroom shower and walls. Gut interior structure of room. Remove all wall framing, floor and wall finishes, door, and trim equipment. Remove all old tiles from walls.
- b. Plaster and paint and finish the entire interior and exterior walls to secure the walls of bedroom-bathroom.
- c. Wall Tile Shower Surround: remove existing shower tile, back, pan and walls. Replace damaged studs and furring strips. The shower pan to be installed per the described specifications and meets the local building code.
- d. Remove tile from walls and shower. Prepare walls after removal.
- e. Curbed shower system with a curbed marble sill atop of the 3" curb. Install the new shower doors on the marble sill. Install it on a finished curb.
- f. Drywall-walls and ceiling above shower and throughout the bathroom is required for walls after tile removal: Paper less water resistant. Hang, tape and 3 coat finish 1/2" paperless (fiberglass mat finish) drywall or equivalent. Apply 3/8<sup>th</sup> bead of low VOC drywall adhesive to framing member and attach with screws 8 on center. Fiberglass joint tape shall be used to finish the joints. And a setting-type compound shall be used for the first coat over the fiberglass mesh tape. Sand read for paint. Install wall tiles 12" x 24"x 1/4". Color chosen by family. Tile over backer board equal to Wonder board.
- g. Location of entire bathroom: repair both the ceiling, walls of bathroom and the walls of the shower bathroom. Install all new framing, new moisture board and drywall stated in g. Prep and texture ceiling and walls outside the shower to wall tiles as described.
- h. Prep bathroom walls after removal of tiles see g. Install and provide bathroom surround and outside walls, shower and bathroom flooring ceramic tiles. Installation with all materials to complete the full installation.
- i. Remove Floor of shower Base: install a shower pan and curb per Building Code of Jurisdiction. Shower floor to be sloped with concrete/mortar and positively pitched toward a drain. Mosaic tiles allow for 24 hour drying time. Apply grout spectralock pro or approved equivalent. Clean floor and apply mildew resistant white low VOC silicone caulk to all edge seams and pipe penetrations. Repair around area.  
**Install a chromed brass shut-off valve on all existing fixture supply line.**

- j. **Tiles:** all the bathroom walls, the entire flooring for bathroom and shower flooring tiles are onsite and will be provided by the owner for this bathroom installation. Cost for all the bathroom tile installation and those materials for installation must be included in the cost of completing the bathroom. Tile all of the walls of bathroom. Ensure the drain is accessible and the cover can be easily removed.
- k. **One set of tempered glass 5/8<sup>th</sup> thick shower doors, track and frame is needed with this installation at the entrance to shower.**
- l. **Dispose of debris into legal landfill.**

**28) NEW MASTER BATHROOM FIXTURES \$\_\_\_\_\_**

- a. **Shower Fixtures:** Trim kit: metal lever handle ADA compliant. 4-1/2 in rain shower head. Max 2.0 gpm water saving shower head include preformed base cap, stop, return, and trimmer pieces to complete installation up to ceiling height.
- b. **Standard Single Assembly:** install shower stall with a separate valve. 7' long hose for easy access for bathing. Pause control is needed. Install shut-off valves. Secure showerhead. Repair and paint damaged walls during the removal. **Valve:** install new waterless single handle diverter assembly faucet valves with screwdriver stops. American standard or approved equivalent. Temperature control valve bodies -finish Brushed Nickel.

**29) MASTER BATHROOM FLOORING AND PAINTING \$\_\_\_\_\_**

- a. **Painting of bathroom: paint all the walls, ceiling and door, door trim must be painted.** Semi-gloss paint required. Follow the paint requirements listed in the SOW specification requirements. Plaster and paint and finish walls prior to painting.
- b. **Flooring Bathroom.** Prepare the floor. The installation is with of new ceramic non-skid tile flooring for the entire bathroom is needed. New baseboard ceramic non-skid is required for this installation. Ensure a smooth transition and stable substrate is provided with this installation. All installation materials including trim, and finish is required to manufactures installation requirements.

**30) MASTER BATHROOM TOILET – WATER CLOSET \$\_\_\_\_\_**

- a. 17" Toilet. Replace water closet dual flush 2-piece water closet. Flow rates 1.6 and .9 GPF for its respective high and low flushes U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Maximum performance (MaP) testing project has shown to score 800 or better on the MaP Flush Performance test. American Standard EcoFusion EL model #338.216.
- b. Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve and was seal.



- c. Link MaP test Results: [https://www.map-testing.com/assess/files/2020-05-27-all\\_watersense\\_high-efficiency\\_toilets\(HETs\).pdf](https://www.map-testing.com/assess/files/2020-05-27-all_watersense_high-efficiency_toilets(HETs).pdf)

**31) MASTER BATHROOM -CARPENTRY – LIGHT AND TOWEL BAR, \$ \_\_\_\_\_**

1. **One Light Energy star 2 Bulb Bath Vanity Fixture-Center over Vanity. Install similar to existing fixture.**
2. **One Towel Bar:** install a 24" towel bar brushed nickel or approved equivalent. Screw to studs. American Standard.
3. Repair all damaged walls caused by removal. Modifications or repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces. Must be centered over the new vanity and be the same length of unit and similar height as existing.

**32) MASTER BATHROOM -WALL MIRRORED MEDICINE CABINET THREE (3)-TIERD \$ \_\_\_\_\_**

- A. After removal existing plated glass mirror and side mirror inserted medicine cabinet. Remove and install a new same sized mirrored medicine cabinet surface mounted. Repair wall after full removal. Install a wall mounted same size mirrored medicine cabinet center over the vanity. Kohler or an equivalent brand.
- B. Repair all damaged walls caused by removal. Modifications or repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces. Must be centered over the new vanity and be the same length of unit and similar height as existing.

**33) ELECTRICAL REPAIRS GFCI MASTER BATHROOM \$ \_\_\_\_\_**

**Install a total of one (1) new GFCI receptacles within 6' of water source and those outlets**

- a. Repair/restore surfaces affected to match average finishes of existing walls and ceilings.
- b. All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting, and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface.

**HALLWAY BATHROOM**

**34) HALLWAY BATHROOM TOILET – WATER CLOSET \$ \_\_\_\_\_**

- a. 17" Toilet. Replace water closet dual flush 2-piece water closet. Flow rates 1.6 and .9 GPF for its respective high and low flushes U.S. Environmental Protection Agency's (EPA) WaterSense® program, which has the WaterSense label of approval for using no more than 1.28 gallons per flush. Maximum performance (MaP) testing project has shown to score 800 or better on the MaP Flush Performance test. American Standard EcoFusion EL model #338.216.
- b. Include a manufacturer's approved plastic or pressed wood white seat, supply pipe, shut-off valve and wax seal.
- c. Link MaP test Results: [https://www.map-testing.com/assess/files/2020-05-27-all\\_watersense\\_high-efficiency\\_toilets\(HETs\).pdf](https://www.map-testing.com/assess/files/2020-05-27-all_watersense_high-efficiency_toilets(HETs).pdf)

**35) LAVATORY SINK BOWL AND BASE REPLACEMENT – PLUMBING FAUCET HALLWAY BATHROOM \$ \_\_\_\_\_**

- A. Vanity (same size) -Complete plywood vanity. Lavatory Top Side and 4" Side and Back Splash:** The side, back splash, sink top will be a (cultured marble sink-hard surface top) shall be formed as an integral part of the countertop or a set-in sink with new standard exterior grade plywood or approved equal. Homeowner will select color and style for the cabinet, and sink/countertop from standard stock colors. **New Base Unit:** the new base, countertop shall be plywood or solid wood including the doors, back to cabinet with no particle board. Contractor to Verify measurement.  
**Faucet: acceptable faucet designs are finish-lever-operated, push-type controlled mechanisms, discuss with the Homeowner.** Controls and operating mechanisms will be operable with one hand and should not require tight grasping, pinching, or twisting of the wrist; Dual lever brushed nickel with a maximum 1.5 GPM flow rate. Include PVC drain attached to code legal plumbing vent, use L copper or equivalent on all supply lines. **Install a chromed brass shut-off valve on all existing fixture supply lines for the One hallway-bathroom vanity.**
- B.** Seal all penetration through the floor, walls and cabinet for plumbing connections using expanding foam or caulk and cover with chrome escutcheon plates. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with low-VOC sealant.

**36) HALLWAY TUB-REPLACEMENT-FLOOR, WALLS, AND CEILING OF BATHROOM \$ \_\_\_\_\_**

**LOCATION: HALLWAY ENTIRE BATHROOM, SURROUND AND BATHTUB**

- a. Demolition to bathroom shower and walls. Gut tub area of the interior structure of room. Remove all wall framing, floor and wall finishes, door, and trim equipment. Removal tile from walls and ceiling. Dispose of debris into legal landfill.
- b. **Tub Cast Iron 5' tub:** Install an American Standard or equivalent tub -white porcelain enamel cast iron tub complete with a 3/8" or 5/16" fittings drain easy plastic universal clog preventing tub stopper/strainer in chrome pop up drain model #PF0910 or approved equivalent and overflow, PVC waste, and tub & shower trim kit. Use pressure treated blocking along wall length per manufactures recommendations. Use mortar to support bottom of tub and install the tub as per manufactures recommendations.
- c. Porcelain Tub Surround: remove existing tub-shower tiled walls affected by the framing of the new tub surround. Replace damaged studs and furring strips.
- d. Remove tile from walls, ceiling, and tub. Prepare walls and ceiling after removal.
- e. Drywall-walls for tub-area and entire bathroom ceiling as required. Remove tile Only from tub wall and after tile removal: Paper less water resistant. Hang, tape and 3 coat finish 1/2" paperless (fiberglass mat finish) drywall or equivalent. Apply 3/8<sup>th</sup>" bead of low VOC drywall adhesive to framing member and attach with screws 8 on center. Fiberglass joint tape shall be used to finish the joints. And a setting-type compound shall be used for the first coat over the fiberglass mesh tape. Sand read for paint. Install wall tiles 12" x 24"x 1/4". Color chosen by family. Tile over backer board equal to Wonder board.
- f. Prep and texture ceiling and walls inside the tub-shower. The ceiling to receive knockdown texture.

**37) NEW HALLWAY FIXTURES -BATHROOM \$ \_\_\_\_\_**

- a. Tub-Shower Fixtures: trim pieces and full trim kit: metal lever handle ADA compliant. 1-handle tub and shower trim kit. One 4-1/2 in rain shower head. New valve and volume temperature control valve bodies. Metal level handle ADA compliant. Durable with metal escutcheon. Install new tub spout, drain assembly and new lever controls.
- b. New wall mounted rust proof shower curtain rod to be installed at entrance to shower/tub.

**38) HALLWAY BATHROOM FLOORING AND PAINTING \$ \_\_\_\_\_**

- a. **Painting of bathroom:** paint all the walls, ceiling and door, door trim must be painted. Semi-gloss paint required. Follow the paint requirements listed in the SOW specification requirements. Plaster and paint and finish walls prior to painting.
- b. **Flooring Bathroom.** Prepare the floor. The installation is with of new ceramic non-skid tile flooring for the entire bathroom is needed. New baseboard ceramic non-skid is required for this installation. Ensure a smooth transition and stable substrate is provided with this installation. All installation materials including trim, and finish is required to manufactures installation requirements.

**39)HALL BATHROOM -CARPENTRY – LIGHT AND TOWEL BAR, \$\_\_\_\_\_**

- A. One Light Energy star 2 Bulb Bath Vanity Fixture-Center over Vanity. Install similar to existing fixture.**
- B. One Towel Bar:** install a 24” towel bar brushed nickel or approved equivalent. Screw to studs. American Standard.
- C.** Repair all damaged walls caused by removal. Modifications or repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces. Must be centered over the new vanity and be the same length of unit and similar height as existing.

**40)HALL BATHROOM -WALL MIRRORED MEDICINE CABINET THREE (3)-TIERD \$\_\_\_\_\_**

- A.** After removal existing plated glass mirror and side mirror inserted medicine cabinet. Remove and install a new same sized mirrored medicine cabinet surface mounted. Repair wall after full removal. Install a wall mounted same size mirrored medicine cabinet center over the vanity. Kohler or an equivalent brand.
- B.** Repair all damaged walls caused by removal. Modifications or repairs work to drywall, paint, caulk, and/or tile should match existing adjacent surfaces. Must be centered over the new vanity and be the same length of unit and similar height as existing.

**41)ELECTRICAL REPAIRS GFCI MASTER BATHROOM \$\_\_\_\_\_**

**Install a total of one (1) new GFCI receptacles within 6’ of water source and those outlets**

- c.** Repair/restore surfaces affected to match average finishes of existing walls and ceilings.
- d.** All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting, and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface.

<b>SUMMARY</b>	
<b>GRAND TOTAL</b>	<b>\$ _____</b>

Contractor Bid Amount: \_\_\_\_\_

Bid Submitted By: \_\_\_\_\_

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

Robert Klein, Home Inspector  
Beth Kofsky, Rehabilitation Inspector  
Cellular (305)608-0692 Facsimile (305) 892-9811  
Email: kofskyb@bellsouth.net

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

## **ALTERNATE ITEMS**

### **42) ALTERNATE #1-ROOF TO WALL CONNECTOR SPECIFICATIONS \$ \_\_\_\_\_**

The Contractor shall install the required roof to wall connectors to meet the current requirements of the Florida Building Code. The contractor shall have the permit revised indicating the installation of the roof to wall connectors including any engineering, NOAs, or other documents required by the Building Department of Jurisdiction. The Contractor shall install the recommended roof to wall attachments per the Engineer's specifications. The Contractor shall submit the Engineer's report. The contractor shall obtain the Engineer's final approval of the installation of the roof to wall attachments and submit that approval to the Project Coordinator/Compliance Inspector within 5 days of receiving the Engineer's approval. The Contractor shall remove enough plywood to install the required roof to wall connectors. All removed plywood shall not be reused, and new plywood shall be installed in its place.

### **43) ALTERNATE #2 METAL ROOF REPLACEMENT \$ \_\_\_\_\_**

#### **A. GENERAL INFORMATION –GAUGE GALVANIZED ROOF PANELS-STANDING SEAM**

1. Contractor to provide all required drawings, specifications, submittals, project data, and NOAs for permitting and per building Code of Jurisdictions.
2. Contractor to provide up to 3 color samples to homeowner for homeowner's choice of color. NOTE: color choices may be limited to manufacture's current availability and supply.
3. Contractor to plan and coordinate all work of the various trades required in providing a complete roofing system including any components attached to the roof.
4. Contractor to provide proper quality control over the entire roofing project.

#### **B. PROJECT CONDITONS**

1. **Protect the building and plant material from damage during the removal of existing removal.**
2. **The contractor shall photograph the existing roof to wall attachments.**
3. **The contractor shall submit a report on, but not limited to the type of roof to wall connectors, the condition of the roof to wall connectors, and if the existing roof to wall connectors meet current Florida Building Code of Jurisdiction and include all photos and submit the report to the project coordinator/compliance inspection within 5 days of inspecting the connectors.**
4. **If the dwelling unit has gable ends, all gable end roof to wall connections are to be photographed reported on what the same information as the roof to wall connections, and included in the contractors report.**
5. **All removed plywood shall not be reused, and new plywood shall be installed in its place.**

### **C. PRODUCTS**

1. **26 Gauge Galvanized steel Panels, Guflock or approved equal, nail strip snap lock, clipless Panel with 1-1/2" tall rib and striated flat with 12" or 16" coverage.**
2. **All metal roof panel accessories must be compatible with metal roof panels.**
3. **Sheet metal flashing, trim, metal closure strips, caps, and all similar metal not be less than the minimum thickness specified for the metal roof panels.**
4. **Pre-manufactured accessories must be manufacturer's standard for intended purpose, compatible with the metal roof system and approved for use by the metal roof panel manufacturer.**
5. **Exposed Fasteners** for roof panels must be corrosion resistant such as coated **steel**, aluminum, stainless steel, or manufacture approved corrosion resistant fastener.
6. **Screws:** Provide corrosion resistant screws, such as coated steel, **steel** of the type of aluminum, stainless steel, or manufacture approved corrosion resistant screws.
7. **Rivets:** Provide blind rivets, corrosion resistant such as coated steel, aluminum **stainless steel**, or manufactures approved corrosion resistant rivets. Seal rivets in silicone caulk where watertight connections are required.
8. **Clips:** clips are to be hot-dipped galvanized (conforming to **ASTM A653/A653M**) **stainless steel or manufacture approved corrosion resistant** clips.
9. **Sealants:** All sealants are to be an approved gun type for use in hand or air pressure caulking guns. Sealant must dry with a tough, durable surface skin, which permits it to remain soft and pliable, providing a weather tight joint.
10. **Sheet Metal Flashing and trim:** Custom fabricate sheet metal flashing and trim to comply that apply to design, dimensions, metal type, and other characteristics of design indicated. Shop fabricate items to the greatest extent possible. Fabricate flashing and trim without excessive oil canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
11. **Underlayment:** Provide self-adhering modified underlayment material in compliance with ASTM D1970/D1970M, suitable for use as underlayment for metal roofing per the building code of Jurisdiction. Provide membrane with integral non-tacking top surface of polyethylene film or other surface material to serve as separator between bituminous material and metal products to be installed above.
12. **Secondary Water Barrier-** Install a proper secondary water resistant "SWR" barrier, using a Self-Adhering Underlayment or a 4" or 6" self-adhering strips covering all seams. Installed per manufacturer's specifications and Building Code of Jurisdiction. Pictures and proof of installation.
13. **Gaskets:** gaskets and sealing/insulating compounds must be non-running after drying. Gaskets and sealing/insulating compounds must be non-absorptive and absorptive and suitable for insulating contact points of incompatible materials.
14. **Finish Repair materials – Repair Paint** must be compatible paint of the same formula and color as the specified finish furnished by the manufacturer. Only use touch-up

paint supplied by the roof panel manufacturer that is compatible with the metal roof system.

### **C. FABRICATION**

- 1. Fabricate the finished metal roof panels and accessories on a factory stationery roll former to the greatest extent possible per the manufacture's standard procedures and processes and requirements. Comply with all profiles, dimensional, and structural requirements.**

### **D. FINISHES**

- 1. All finishes to be factory applied per manufactures' standards and processes.**
- 2. All panels are to receive a factor applied polyvinylidene fluoride/Kynar (PDVDF) or silicone modified polyester (SMP) finish consisting of a baked topcoat with a manufacturer's recommended prime coat.**

### **E. INSTALLATION**

- 1. Installation must meet all specified requirements with the manufactures installation instructions, approved shop drawings, and all NOAs.**
- 2. All surfaces and substrate to be clean and free of all dirt and debris, projection and other objects that may be harmful and or affect the installation of roof panel attachment.**
- 3. Install galvanized roof panel manufactures instructions and building code of jurisdiction.**
- 4. Underlayment to be installed per the manufacturer's requirements. Use only approved fasteners and clips.**
- 5. Provide full length galvanized metal roof panels where applicable and anchor all galvanized metal roof panels securely in place per the manufacturer's requirements. Use only approved fastener and clips.**
- 6. Provide protection where dissimilar metals contact each other to prevent galvanic corrosion.**
- 7. Provide galvanized roof panel manufacturers recommended gaskets, joint fillers, and sealants where indicated and required for weatherproof performance of galvanized roof panel system.**
- 8. Install closures strips at all locations per manufacturer recommendations and requirements.**
- 9. Repair all damage to match existing as best as possible.**

**44)ALTERNATE #3 TANKLESS WATER HEATER \$ \_\_\_\_\_**

**Remove and dispose of the existing hot water heater properly. Replace existing water heater with a Rheem, Rinnai, EcoSmart, Bosch tankless water heater or approved equal tankless water heater with a properly sized gallon per minute flow rate. Tankless water heater to be designed by a designer of record such as an Architect, Engineer, or Licensed Plumber Contractor. Include properly sized breaker and circuit, pressure and temperature relief valve, and owner's manual. Install per Building Code of Jurisdiction. Provide separate electrical circuit and water inlet and outlet shut-off valves. Provide drawings and specifications as required by the Building Department of Jurisdiction.**

**This alternate may not be allowed due to the HOA and or Condo requirements. Do not use unless the HOA provides an approval or allows for this line item.**

**45) ALTERNATE #4 EXTERMINATION - FUMIGATION AND/OR SUBTERRANEAN \$ \_\_\_\_\_**

1. Termite treatment must be provided by a Florida Licensed Extermination Company.
2. All work to be done in accordance with the provisions of Florida Statue Chapter 482.
3. All fumigation and treatments to be done according to manufacturer's instructions and EPA registered labeling instructions and requirements.
4. Extermination will take place when all construction work is 100% complete and Certificate of Completion has been issued by the Building Department of Jurisdiction.

**Project Conditions:**

1. Contractor to correct/repair any and all damages caused by the extermination company during the fumigation and/or treatment.
2. If drilling is required as part of the Pest Control Plan, the Contractor is required to fill ALL holes to match the existing surface with good quality filler as required by all regulations and codes.
3. The Contractor and/or the Extermination Company shall observe all safety precautions throughout the extermination process.
4. The Contractor and/or the Extermination Company shall comply with all applicable requirements of Federal, State, and Local laws and regulations.
5. The Contractor and/or the Extermination Company shall strive for practices and procedures that maximally protect the public, employees, and the environment, including, but not limited to, the posting of all required warning signs.

**Work Performance:**

1. Upon a positive inspection report of evidence of WDO, a Pest Control Plan shall be submitted to the Project Coordinator/Compliance Inspector, o include, but not limited to, the inspection report, the cost for extermination, the type of chemical used, the type of application to be used, the quantity of the chemical to be used, the makeup of the chemical to be used, the manufacturer of the chemical, and the time it will take to complete the project.
2. Coordinate the fumigation and/or treatment with the property owner.



3. The Contractor and/or Extermination Company is required to educate, instruct, and if necessary, help the homeowner to prepare for treatment.
4. The Contractor and/or the Extermination Company shall submit a clearance report showing that the treatment is complete, and the residence is safe for habitation.

**46) ALTERNATE #5 KITCHEN - REPLACE LOWER CABINETS \$ \_\_\_\_\_**

- a. Note: remove and install all new lower cabinets in the same location as existing. After the lower cabinets' removal, patch and prime the walls concealed by the cabinets.
- b. The attachment, use washer head cabinet screws or cabinet screws with cup washers.
- c. The base cabinets. New cabinets are to be plywood or solid wood with raised wood doors, no particleboard and no thermofoil. The bottom wall cabinets are needed.
- d. **The cabinets: on the wall sides shall have options for lower drawers that pull out using glider hardware.**

**47) ALTERNATE #6 KITCHEN – UPPER CABINETS \$ \_\_\_\_\_**

- a. **Removal and installation of all new upper cabinets.**
- b. **The installation of all new upper cabinets shall have adjustable fixed shelves. Install cabinets to the height of the ceiling of kitchen area.**
- c. Note: after the upper cabinets' removal, patch and prime the walls concealed by the cabinets. The attachment, use washer head cabinet screws or cabinet screws with cup washers.
- d. The upper cabinets. New cabinets are to be plywood or solid wood with raised wood doors, no particleboard and no thermofoil.

**48) ALTERNATE #7 KITCHEN – BACKSPLASH AND COUNTERTOP \$ \_\_\_\_\_**

The countertop on the entire sink side is deteriorated. The cabinets have some damage from a water leak, and some have deteriorated due to moisture damage as the home has damaged cabinets. The drawers and doors are falling apart and don't open and close easily as the particle board is deteriorated. Deterioration of cabinets, drawers and counter tops. The countertop is cracked around the sink.

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the home has damaged cabinets. The drawers and doors are falling apart and don't open and close easily as the particle board is deteriorated. Deterioration of cabinets, drawers and counter tops. The countertop is cracked around the sink.

1. Remove the kitchen countertop, repair walls where there was a back splash, base and wall cabinets. Haul away all debris from property at once. The Contractors will verify measurements and dimensions. New island with new countertop in the same configuration as existing. This item requires a permit. Include electrical and plumbing.
  - e. Repair the walls crack(s), patch small holes with spackle, patch holes in walls, provide replacement with like material (or drywall) and matching the thickness of existing walls. Install the required framing, backings and/or furring strips. Patched wall finishes should match existing finish as close as possible or as noted below. Discuss (with Homeowner) any variations in new finish or type of new finish prior to beginning the work. Include painting of closets, wood trim, baseboard and doors. Patch and paint the entire wall. Homeowner will select the paint color.

**49)ALTERNATE #8 ELECTRIC ENERGY STAR RANGE AND MICROWAVE  
RECIRCULATING EXHAUST FAN \$ \_\_\_\_\_**

Remove and replace the range and microwave overhead with recirculating exhaust fan. Install a new 30" matching Range and **Range:** unit shall be Frigidaire or an approved equivalent. Electric stove 30" is needed with glass top and self-cleaning oven. Requires all electrical connections with the installation.

**Microwave recirculating exhaust fan:** 1000 Watt. 1.7.CU FT. Install over the range mounted and recirculating microwave unit. Install height of unit to code. Recirculating microwave is needed with the installation. The **kitchen appliances are to match.**

**50)ALTERNATE #9 SCUTTLE HOLE COVER-REPLACEMENT \$ \_\_\_\_\_**

- a. **Scuttle hole cover: Access Scuttle Hole - Crawl Space:** install a new **to size attic cover**, casing and framing for the existing crawl space as the scuttle hole. A new frame and casing are needed. **A new cover, casing and framing for ease in access into the attic is needed.**

**51)ALTERNATE #10 REPAIR SCREENED IN PORCH \$ \_\_\_\_\_**

There is damage to the existing attached and enclosed screening around the entire porch enclosure. There is damaged screened deteriorated walls, and aluminum roof.

- A. Seal all the seams and portioned walls around the entire porch perimeter.
- B. **Roof** Clean and finish the frame and seal with an exterior finish including caulking around seams.
- C. Seal base perimeter and seal the surface mounted bracketed-Secure bolts.

**52)ALTERNATE #11 REPAIR AND REPLACE SCREENING AND DOOR \$ \_\_\_\_\_**

- There is damage to the existing attached and enclosed screening around the entire porch enclosure. There is damaged screened deteriorated walls.
- A. Complete the rescreening for the entire three sides. All upper sections of screening of the home's rear porch: the entire screened in wall panels. Polyester -heavy duty Mesh Screening that is both pet and weather resistant. Polyester screening-mesh is required with this installation for door panels and screen panels.**
  - B. Install for the entire 3' section at base or all the lower kick plate panels use fixed solid aluminum finished panels-entire perimeter.**
  - C. Replace the screen door with a – one new pneumatic screened door 3' in width with locking door handle and base panel within the door.**

**53)ALTERNATE #12 INTERIOR PASSAGE #1 BEDROOM DOOR \$ \_\_\_\_\_**

- a. **Location and Room: One Entrance #1 Bedroom #1 30" Door:** remove the existing passage door and trim. Install a 1-3/8" pre-hung, solid core door with a solid jamb including a casing both sides 2 butt hinges and privacy. Replace the existing entrance door with a new solid core door 30" pre-hung finished door. A new door, frame and casing with lever lockset is needed for this opening.
- b. Repair sheet rock wall around the doors with new drywall repair as required with a new installation. Paint and plaster and finish.

**54)ALTERNATE #13 - #1 BEDROOM CLOSET DOOR \$ \_\_\_\_\_**

**Locations: Bedroom Closet: Closet #1**

- a. **Location: Bedroom #1: Wooden Closet Door:** including all hardware and trim. Hang a flush, solid core, wood bifold door including overhead track all hardware and casing on both sides, plumb and centered within the opening. 3' x 6' x 8' door size-verify measurement. Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed. Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed.

**55)ALTERNATE #14 2-BEDROOM CLOSET DOOR \$ \_\_\_\_\_**

**Locations: Bedroom Closets-#2**

- A. Location: Bedroom #2 Wooden Closet Door:** including all hardware and trim. Hang a flush, solid core, wood bifold door including overhead track all hardware and casing on both sides, plumb and centered within the opening. 3' x 6' x 8' door size-verify measurement.

- Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed.
- B. Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed

56)ALTERNATE #15 #3-BEDROOM CLOSET DOOR \$ \_\_\_\_\_

Locations: Bedroom Closets-#3

- A. Location: 3 - Closet Doors: Wooden Closet Door: including all hardware and trim. Hang a flush, solid core, wood bifold door including overhead track all hardware and casing on both sides, plumb and centered within the opening. 1- 4' x 6' x 8' and 1- 3' x 6' x 8' door size-verify measurement. Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed.
- Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed.

57)ALTERNATE #16 #4-BEDROOM CLOSET DOOR \$ \_\_\_\_\_

- a. Location: Bedroom #4 Wooden Closet Door: including all hardware and trim. Hang a flush, solid core, wood bifold door including overhead track all hardware and casing on both sides, plumb and centered within the opening. 3' x 6' x 8' door size-verify measurement.
- b. Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed.

58)ALTERNATE #17 HALLWAY DOUBLE SET CLOSET DOORS \$ \_\_\_\_\_

- a. Location: #2 Sets of -Hallway Closet Doors: Wooden Closet Door: including all hardware and trim. Hang a flush, solid core, wood bifold door including overhead track all hardware and casing on both sides, plumb and centered within the opening. 1- 4' x 6' x 8' and 1- 3' x 6' x 8' door size-verify measurement. Removal and replacement to fit within the existing opening. Verify measurement. Repair floor and wall area. A Doorknob is needed.

59) ALTERNATE #18 INTERIOR PAINTING -CEILINGS, WALLS, CLOSETS, DOORS, AND TRIM OF HOME -CEILING -FOYER AND LIVING ROOM \$ \_\_\_\_\_

Locations and room size:

Combining both the Foyer entrance and Living room: 10' x 10' = 100' - 20' ceiling repairs

- a. **Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed. Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.
- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.
- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

**Ceilings: repaint after popcorn removal takes place in those rooms where the ceiling is being fully and or partially replaced. Some of the popcorn ceilings has water spots/damage, and stains from water stains (WS) only.**

**60)ALTERNATE #19 INTERIOR PAINTING -CEILINGS, WALLS, CLOSETS, DOORS, AND TRIM OF HOME -CEILING REPLACE AND REPAIRS KITCHEN \$ \_\_\_\_\_**  
**Kitchen-dining room: 1' 13' x 10' = 130' = kitchen 1' Drop ceiling remove and repair ceiling and patch and paint.**

- a. **Remove the drop ceiling. Finish the ceiling without the panels. Cover and cap old electrical. Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed. Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.
- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.
- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

61)ALTERNATE #20 INTERIOR PAINTING -CEILINGS, WALLS, CLOSETS, DOORS, AND TRIM OF HOME -CEILING REPAIRS BEDROOM #1\$ \_\_\_\_\_

**Location and size: Bedroom #1: 10' x 10' + closet 6' x 2' = 120' =12' ceiling repairs**

- a. **Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed. Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.
- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.
- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

62)ALTERNATE #21 INTERIOR PAINTING -CEILINGS, WALLS, CLOSET, DOOR, AND TRIM OF HOME -BEDROOM #2 \$ \_\_\_\_\_

**LOCATION AND SIZE: Bedroom #2: 11' x 10' + closet 6' x 2' = 100' = 10' of ceiling repairs**

- a. **Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed. Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.
- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.

- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

**63)ALTERNATE #22 INTERIOR PAINTING -CEILINGS, WALLS, CLOSET, DOOR, AND TRIM OF HOME -BEDROOM #3 \$ \_\_\_\_\_**

**Locations and room size:**

Rear bedrooms the existing spots throughout the home and ceilings. In all bedroom and closet. **Bedroom #3: 10' x 12'=120' =15' ceiling repairs**

- a. **Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed. Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.
- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.
- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

**64)ALTERNATE #23 INTERIOR PAINTING -CEILINGS, WALLS, CLOSET, DOOR, AND TRIM OF HOME -BEDROOM #4 \$ \_\_\_\_\_**

**Location and size: Bedroom#4: 11' x 12' = 132' = 20' ceiling damage**

- a. **Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed.

Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.

- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.
- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

**65)ALTERNATE #24 INTERIOR PAINTING -CEILINGS, WALLS, CLOSET, DOOR, AND TRIM OF HOME – HALLWAYS AND FLORIDA ROOM \$ \_\_\_\_\_**

**Location and Size: Hallways#1:14' x 3' = 32'**  
**Florida Room: 14' x 12' = 168'**

- a. **Remove the only sections that are stained and have moisture spots on both the walls and ceiling areas. Repair and cover to code small holes in ceilings and walls with rated drywall. There are cracks and stains and damage resulting from water leaks: repair all damaged** sections of missing and dilapidated drywall. Replacement of drywall is required. Remove and repair ceiling sections where needed. Plaster, paint, and seal and finish the ceiling areas where there are large and small holes and where previous damage was patched. To complete this item, see the letters below.
- b. **Replacement Methods #A-C:** ceiling sections; replace the ceiling using a patch and or framing as needed with the properly rated drywall in those sections described to properly replace, cover and seal the damage and holes.
- c. **Painting Requirements for Sections #A-C:** Prepare surface, prime and paint with a 100% acrylic product. Paint all previously painted surfaces including all ceiling (any wall connections) areas in these sections. Make sure the right product is used, for the surface being painted. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting.

**66)ALTERNATE #25 FENCING ALONG BACK PROPERTY LINE \$ \_\_\_\_\_**

**Fencing:** Durra Fence for the at the rear of the entire rear property line separating the yard and canal property line to property line. The posts shall be spaced, secured, and meet the FBC and fused. The color and style shall be chosen by family, durra fence materials and posts to meet the FBC for fence installation. Yard clean up and sod repair required only in spots removed or damaged.



The installation must be installed to the current local and Florida Building code. The posts and lines shall be evenly spaced with line and top rails, spacing and the proper bracing.

**Installation Posts into Ground:** should be embedded in 10" diameter x 2' in depth into a concrete filled footing. **Side Fencing:** Wood Picket 5/8<sup>th</sup> thick replacement on one side only where the fence has wood rot, deterioration and splitting boards for removal and full replacement. **Wood Type:** Provide documentation and proof: Pressure treated wood for suitable ground contact.

**Posts Wood Type:** Decay Resistant – Redwood Cedars – Black Locust

**Post Wood Type:** Termite resistant – Redwood and Eastern Red Cedar

Trash removal is required with this project.

**67) ALTERNATE #26 ALSO INSTALL ONE GATE-FENCING ON LEFT SIDE OF HOME REPLACEMENT OF THE OLD WOOD GATES 9'6" X 6' \$ \_\_\_\_\_**

**A. One Wood Shadow box gates across the one side with connected fencing of the home is needed.**

**B. Locations: one Gate on left side of home.**

One new lock latch gates by 4' x 6' wide with lock latch mechanisms are needed. The gate must be supported by two (2) 4 x 4 posts. Install per code. Secure posts. The gates must have hinges and a latching device designed to receive a padlock. Anchor all posts in concrete. Include one lock latch gate and closures to protect and close off the yard from the street. The door is for safety and protection.

**Materials and Installation: Installation of Posts -Type required and Spacing:** install 4 x 4 posts shall be No.2, So. Pine Pressure Treated-PT or better and installed 4ft on center. The wood pickets must be 5/8<sup>th</sup>" minimum thickness attached to each rail with two Nails, bolts, Staples or other connectors shall be galvanized or corrosive resistant. The nails shall penetrate the second member a distance equal to the thickness of the member being nailed thereto. There shall be not less than two nails in any connection. 2" long. Ensure all nails meet code along the entire section of fencing from the home to other homes fence line.

**Wood Type:** Provide documentation and proof: Pressure treated wood for suitable ground contact.

**Posts Wood Type:** Decay Resistant – Redwood Cedars – Black Locust

**Post Wood Type:** Termite resistant – Redwood and Eastern Red Cedar

Trash removal is required with this project.

**68)ALTERNATE #27 ALSO INSTALL ONE GATES-FENCING ON RIGHT SIDE OF HOME  
REPLACEMENT OF THE OLD WOOD GATES 10' X 6' \$ \_\_\_\_\_**

**a. One Wood Shadow box gates across the one right side with connected fencing of the home is needed.**

**b. Locations: one Gate on left side of home.**

One new lock latch gate by 4' x 6' wide with lock latch mechanisms are needed. The gate must be supported by two (2) 4 x 4 posts. Install per code. Secure posts. The gates must have hinges, and a latching device designed to receive a padlock. Anchor all posts in concrete. Include one lock latch gate and closures to protect and close off the yard from the street. The door is for safety and protection.

**Materials and Installation: Installation of Posts -Type required and Spacing: install 4 x 4 posts shall be No.2, So. Pine Pressure Treated-PT or better and installed 4ft on center. The wood pickets must be 5/8<sup>th</sup>" minimum thickness attached to each rail with two Nails, bolts, Staples or other connectors shall be galvanized or corrosive resistant. The nails shall penetrate the second member a distance equal to the thickness of the member being nailed thereto.**

**Wood Type: Provide documentation and proof: Pressure treated wood for suitable ground contact.**

**Posts Wood Type: Decay Resistant – Redwood Cedars – Black Locust**

**Post Wood Type: Termite resistant – Redwood and Eastern Red Cedar**

Trash removal is required with this project.

**69)ALTERNATE #28 RAIN GUTTERS AND DOWNSPOUTS FOR FRONT, PARTIAL SIDES  
AND REAR OF HOME \$ \_\_\_\_\_**

**Locations: Front, sides, and entire rear section above the porch flat roof.**

**A. Rain Gutters and Downspouts:** 6" seamless aluminum rain gutters k-type, seamless .027-gauge aluminum. Color to match home requirements. White gutters are there now need to be installed per jurisdiction. Need to be removed and disposed of according to program guidelines.

**B. Downspouts:** 4" Aluminum seamless .027-gauge aluminum. Strap 3' on center. At a minimum of one downspout per each side of home in the described areas.

Install rain gutters (property line described for this house) and up to six downspouts on either side for the entire roofline area/sections of the home.

**C. Install 24" concrete splash blocks on grade for each downspout to discharge water away from the foundation.**

**70)ALTERNATE #29 SPRINKLER SYSTEM REPAIR \$ \_\_\_\_\_**

The sprinkler was part of the canal and water system worked together. It is no longer working. Replace the existing sprinkler system.

The existing sprinkler system was installed and was not working at the time of the inspection. Some of the equipment sprinkler heads are broken around the front and sides, and rear of the home. There is a breaker and the timer and pump appear to be in operation however not able to turn on during the inspection and the system is in need of repairs.

A full repair of the irrigation system is needed. Parts and replacement for full operation are needed. Install new system, parts and repair and bring it up to code. Ensure the system is fully connected.

- **New Rain Sensor on fascia board roof line**
- **Replace 1" 24-volt electric solenoid valves (3)**
- **New 1 1/2" In-line filter**
- **Independent Isolation Shut-off valve.**
- **Rain Bird timer- wire for full operation to work the entire system.**
- **Pump replacement install it and bring up to code and ensure it is fully working.**
- **Connect irrigation system to the city water.**
- **Clean, replace and repair all sprinkler heads. Replace (20 OR MORE AS NEEDED UP TO 30) Sprinkler Pop Up Heads around the property.**

**71)ALTERNATE #30 REPLACE SHUT OFF TO HOME WATER SUPPLY \$ \_\_\_\_\_**

The side of home has the shut off.

- a. Install one new main water shut off valve for the home's water supply for the home. In the same location as existing by a Licensed Plumber.

Property Owner: Esther Anise  
6529 Winding Brooke Way Delray Beach, FL. 33484  
Scope of Work-Work Specifications

**SUMMARY**

**AGREEMENT**

I/We agree that each item in these specifications has been discussed in my/our presence and I/we understand the contents. It is further agreed that any additional code or incipient (that is becoming apparent) violations that may occur during the construction period should be addressed by deleting a non-code related item(s), which are called General Property Improvements. By our attested signature(s), I/we agree to abide by these conditions.

**SUMMARY TOTAL ALTERNATES**

**TOTAL** \$ \_\_\_\_\_

**SUMMARY GRAND TOTAL**

**TOTAL** \$ \_\_\_\_\_

Contractor Alternates Bid Amount: \_\_\_\_\_

Bid Submitted By: \_\_\_\_\_

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

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

**PALM BEACH COUNTY DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT**

**100 Australian Avenue, Suite 500**

**West Palm Beach, Florida 33406**

**561-233-3600**

**CONSTRUCTION CONTRACT: SHIP Rehabilitation Project**

Project address: **Esther Anise, 9529 Winding Brooke Way, Delray Beach 33484**

**PCN: 00-42-46-15-09-000-0640**

**THIS CONTRACT**, entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2024\_\_\_\_, by and between, the "**Contractor**" \_\_\_\_\_

**Vendor ID#** and the "**Homeowner Esther Anise -9529 Winding Brooke Way Delray Beach, Florida 33484**". **WHEREAS**, the Contractor proposes to undertake the construction, to include all labor, materials, equipment, and all other appurtenances thereto, completed in accordance with the attached as Exhibit A and incorporated herein, Bid Proposal submitted by the Contractor for the Contract amount of:

**\$ (\_\_\_\_\_)**.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, it is agreed:

**ARTICLE 1. PERFORMANCE REQUIREMENTS**

1. Within **fourteen (14) calendar days** of executing this contract, the Contractor shall provide the Department of Housing and Economic Development (hereinafter the "Department") with the following:
  - a. Proof of Insurance for General Liability, Business Auto, and Worker's Compensation in the amounts and form stated herein. Palm Beach County and Homeowner(s) must be listed as additionally insured.
  - b. A current copy of Contractor's License.
  - c. A construction schedule.
2. The Department shall issue a Notice to Proceed after the verification of all documents and forms.
3. A copy of all required permit applications within **Fourteen (14) calendar days** after the date on the Notice to Proceed issued by the County.
4. A copy of all required permits within **Sixty (60) calendar days** after the date on the Notice to Proceed issued by the County. Contractor must pay for and pick up permits within three (3) days of Building Department Approval and submit a revised construction schedule with the copies of the permits.
5. Work shall commence not later than **Fourteen (14) calendar days** after the Master Building Permit is issued.
6. Contractor shall attain Project Substantial Completion by **October 24<sup>th</sup>, 2025**. **Substantial Completion** shall be obtained upon the contractor receiving a Certificate of Completion or Certificate of Occupancy or approved final inspections issued by the Building Department per local requirements for the project.
7. **Punch List:** The Department may issue a punch list to the contractor upon the contractor obtaining Substantial Completion. Final Payment may be withheld until all work is satisfactorily completed including punch list items.
8. Contractor shall complete Project Closeout by **November 25<sup>th</sup>, 2025**.
9. **Project Closeout:** Shall be obtained upon completion and acceptance of all punch list items, the submittal of all required documents including but not limited to, Release of Liens, Warranties, Final Pay Application, E-Verify verification, and any other document the Department requires. Final Payment may be withheld until the contractor has submitted all required documents for Project Closeout to the Department. Contractor must submit the following documents:
  - Contractor's Final Invoice/Pay Application

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

- Final Change Orders (if any)
- Proof of approved final inspections, Certificate of Completion, or Certificate of Occupancy issued by the Building Department.
- Original Permit Package and any additional documents added to the Permit Package issued by the Building Department
- Final Release of Liens
- Manufacturer's warranties and proof of registration in the Homeowner(s) name for all equipment provided under this contract
- Contractor's warranties as specified herein
- Test and Balance Report for HVAC system if applicable
- Abatement and clearance reports for lead-based paint abatement if applicable
- Evidence of extermination if applicable
- Verification of Registration with E-verify and/or affidavit for subcontractors
- Photos of work performed
- Elation System & Uploaded Payrolls if applicable
- Contractor's Section 3 Report if applicable
- Wind Mitigation Report if applicable
- 4-Point Inspection Report if applicable

**ARTICLE 2. TIME IS OF THE ESSENCE**

**The Contractor agrees that Time is of the Essence in the performance and completion of all work and activities under this Contract, and pledges Full Faith and Due Diligence in meeting all Contract dates and requirements set forth herein. As Time is of the Essence, Contractor further agrees that failure to meet any Contract date or completion time specified herein may be considered in Default of contract, including, but not limited to attaining Substantial Completion of the work performed and Project Closeout.**

**ARTICLE 3. CONTRACTOR DEFAULT**

Contractor acknowledges that the funding for the work to be performed pursuant to this contract will be provided by Palm Beach County (hereinafter the "County") through the Department and agrees that the Department shall be entitled to exercise the rights granted herein. Contractor further acknowledges and agrees that the Homeowner may assign any and all rights given to the Homeowner in this contract to the Department and thereafter both Homeowner and the Department shall be entitled to exercise such rights, including without limitation the assessment of liquidated damages.

**Contractor agrees to pay as liquidated damages the sum of \$150 for each consecutive calendar day should they fail to attain Substantial Completion and/or complete Project Closeout by the dates specified herein. Such Liquidated Damages are deemed reasonable and the Department shall withhold liquidated damages from the final payment should contractor fail to meet the construction contract completion deadlines.**

Contractor holds all risk of default should Contractor fail to perform all work and activities under the Contract in specific conformance with the delineated dates, time frames, terms, and conditions herein.

Contractor may be deemed to be in Default of this Contract upon the sole determination by the Department that the Contractor has:

1. Failed to meet any specified dates or time of completion for performance of work or other activities delineated under this Contract;
2. Failed to complete the work under this Contract in a sufficient and satisfactory manner as

determined by the Department.

**In the event of Default by the Contractor, the Department reserves the right to terminate this contract and hold back any payments otherwise due the Contractor at the sole discretion of the Department.**

#### **ARTICLE 4. GENERAL CONDITIONS**

No work shall be commenced by the Contractor prior to receiving a written Notice to Proceed from the Department. Notice to Proceed shall be issued after the verification of all required documents and forms.

All work shall be in accordance with the Bid Documents, Addendums, if any, Plans and Specifications, and in addition the following (if applicable):

1. Mechanical, Electrical and Plumbing (MEP) plans, specifications, required for permitting.
2. Impact fees, permit fees and water and sewer connection fees.
3. Surveys including but not limited to, location of house, setbacks, elevations, and grading plan.
4. Demolition of existing buried septic system and/or containers.
5. Backfill and grading.
6. Landscaping and grading in accordance with the local governing codes.
7. Irrigation system in accordance with the local governing codes.

All materials and labor shall be as specified. All work shall be completed in a workman like manner according to current standard building practices. Any alteration or deviation from the Plans and Specifications must be submitted by Change Order from the Contractor to the Department. Contractor shall provide written justification for all Change Orders. Homeowner(s) shall provide written acceptance for all Change Orders. All Change Orders must be approved by the Department. **No additional cost will be paid above the contract amount when the Contractor has neglected to properly evaluate the extent of the construction work.** The Contractor, in all cases, shall complete the work in a finished condition as determined by acceptable current building standards and the Department. The parties agree that the Department shall be the final arbitrator in disputes concerning standard of quality of materials and workmanship.

The Contractor agrees that all the work shall be in conformance with the Florida Building Code, all local requirements, and the Department's funding assistance program requirements, to include, but not limited to, all applicable codes and ordinances, all state statutes and regulations as may be amended from time to time relating to the construction, repair, alteration, use or occupancy of buildings, equipment or facilities, including but not limited to the building, plumbing, heating, electrical and housing codes.

In addition, the Contractor agrees that the construction work to be performed at the property identified above is funded, in whole or in part, through funds made available to the Department. In this regard the Contractor also agrees to abide by and comply with all laws, rules and regulations pertaining to residential construction activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to each of the following:

- Section 8 Existing Housing Quality Standards;
- The Energy Policy and Conservation Act of 1975;
- HUD Lead-Base Paint Regulations;
- HOME Program Final Rule
- Section 3 of the Housing and Urban Development Act of 1968; as amended;
- Executive Order 11246, as amended by Executive Orders 11375 and 12086;
- Title VI of the Civil Rights Act of 1964; and
- Section 109 of the Housing and Community Development Act of 1974; and
- Section 504 of the Rehabilitation Act of 1973, as amended; and
- The Age Discrimination Act of 1975; and

- 2 CFR Part 200, as amended;

Failure to list verbatim or reference an applicable local, state or federal statute or regulation herein, or any attachment thereto, shall not relieve the parties of compliance with any appropriate regulation if such is applicable to the funding source as determined by the Department.

#### **ARTICLE 5. HOMEOWNER(S) RESPONSIBILITY**

It shall be the Homeowner's responsibility to:

- 1) Homeowner(s) agrees to cooperate with the Contractor to facilitate the performance of the work wherein the Homeowner expressly agrees and authorizes the Department to approve and issue all payments directly to the Contractor and approve and issue all change orders on behalf of the Homeowner for work performed under this Contract, stipulated that the sufficiency and acceptability of such work shall be determined solely by the Department.
- 2) Homeowner(s) agrees to cooperate with the Department to secure additional funding as needed for project construction costs in order to meet applicable requirements.
- 3) Homeowner(s) agrees to permit the Contractor access to the premises for the purpose of performing the construction work, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. excluding U.S. Federal holidays;
- 4) Homeowner(s) agrees to permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water, as necessary to carry out the performance of the work;
- 5) Remove personal possessions from areas where work will be performed and to keep work areas accessible to the Contractor; and,
- 6) Approve and sign all required Documents as provided by the Department.

#### **ARTICLE 6. INSPECTION**

Homeowner(s) and Contractor agree to permit Department Staff to enter and inspect the Project Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. excluding U.S. Federal holidays.

#### **ARTICLE 7. CONTRACTOR'S INSURANCE**

The Contractor shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Contractor agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary and non-contributory basis.

1. **Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
2. **Business Auto Liability:** Contractor shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating either the Contractor does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.



3. **Workers' Compensation & Employer's Liability:** Contractor shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
4. **Waiver of Subrogation:** Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance:** Prior to expiration of any of the required coverage throughout the term of this Agreement, the Contractor shall deliver to the County within forty-eight (48) hours of a request by County, signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect.

**Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and the Homeowner as an Additional Insured. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
 c/o Department of Housing and Economic Development  
 100 Australian Avenue, Suite 500, CIREIS  
 West Palm Beach, FL 33406

6. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**ARTICLE 8. LIENS, CLAIMS, AND WARNING**

Final Payment shall not become due until the Contractor has delivered to the Homeowner(s), in care of the County's Department of Housing and Economic Development, a complete release of all liens arising out of this Contract covering all labor, materials and equipment for which a lien could be filed together with agreement to indemnify the Homeowner(s) against any such liens. The Contractor shall provide all final release of liens arising out of this contract covering all labor, materials, and equipment for which a lien could be filed against the Homeowner. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Homeowner(s) all money that the Homeowner(s) may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE**

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**OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**

**ARTICLE 9. TAXES:** Unless otherwise provided herein, the Contractor shall pay sales, consumer, use, and other similar taxes which are now legally enacted or which are reasonably foreseeable by virtue of discussion in public forums or scheduled to go into effect in the future. When the Contract is executed, Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work specified herein.

**ARTICLE 10. WARRANTIES**

- Manufacturer's Warranties - Contractor shall provide Manufacturer's Warranties to the Homeowner(s) for all equipment provided under this Contract.
- Register HVAC Equipment – Contractor shall register the HVAC Compressor and HVAC Air Handler Unit in the Homeowner(s) name.
- Supplier's Warranties – Contractor shall provide to the homeowner all written guarantees and warranties.
- Contractor's Warranty – Contractor shall provide Homeowner with a 1 year Materials and Labor Warranty for all work completed under this Contract except roofing work. All Roofing work will carry a five (5) year warranty.

**ARTICLE 11. CLEAN UP**

The Contractor will keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor and be removed from the premises, unless otherwise stated in the specifications.

**ARTICLE 12. TERMINATION OF CONTRACT**

In the event that any of the provisions of this Contract are violated by the Contractor or by the Homeowner(s), with the approval of the Department, the Contractor or Homeowner(s) may serve written notice to either the Homeowner(s) or the Contractor of their intention to terminate the Contract upon the approval of the Department. Said notice will contain the reasons for such intention to terminate the Contract. If a disagreement of any nature arises between the Contractor and Homeowner(s), the Department will require that the Contractor and Homeowner(s) meet to discuss their disagreement, and will attempt to facilitate agreement from both the Contractor and Homeowner(s) allowing the project to move forward to completion. If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to binding arbitration. The costs and expenses associated with mediation and binding arbitration will be borne equally by the parties participating therein.

1. **Mutual Termination Agreement:** In the event of disagreement between the Homeowner(s) and Contractor resulting in an impasse in completing the project, the Homeowner(s) and Contractor may enter into a Mutual Termination Agreement.

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2. **Notice of Violation by Homeowner:** The Contractor shall serve written notice to the Homeowner(s) and the Department using a standard form provided by the Department that identifies the violation of the contract or complaint claimed by the Contractor.
  - a. The Department will make a determination within 14 calendar days as to validity of the violation claimed by the Contractor.
  - b. If The Department determines that the Homeowner(s) is not in violation of the contract or that the Contractor's complaint is without merit, then the Contractor shall continue to complete the project under the terms of the contract.
  - c. If The Department determines that the Homeowner(s) is in violation of the contract or the Contractor's complaint is valid, the Department shall provide written notice to the Homeowner(s) to correct the violation or adequately resolve the Contractor's complaint within the next 7 calendar days.
  - d. If the violation or complaint has not been corrected or adequately resolved by the end of that time, the Contractor may serve written notice to the Homeowner(s) and the Department that they are terminating the contract effective as of the date of that termination notice, unless another date is mutually agreed upon by the Contractor and Homeowner(s).
  - e. In addition, the County retains all rights by law and under equity to pursue any and all legal remedies available to it in enforcing the terms of any mortgage and or promissory note given to the Homeowner(s) related to this contract, including but not limited to termination of the project, termination of funding, acceleration of the mortgage and/or promissory note, repayment of any additional costs incurred by the County, including legal fees related to the termination of this contract.
  
3. **Notice of Violation by Contractor:** The Homeowner(s) shall serve written notice to the Contractor and the Department using a standard form provided by the Department that identifies the violation of the contract or any other complaint claimed by the Homeowner(s). The right of the Contractor to proceed shall not be terminated for any excusable delays due to the following:
  - a. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
  - b. Acts on the part of the Homeowner(s).
  - c. Causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, the following: Acts of God, Acts of the public enemy, Acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or unusually severe weather. (This does not include stop work orders for code violations.)
  - d. The Department will make a determination within 14 calendar days as to validity of the violation or complaint claimed by the Homeowner(s).
  - e. If the Department determines that the Contractor is not in violation of the contract or that the homeowner's complaint is without merit, then the Homeowner(s) shall allow the Contractor to complete the project under the terms of the contract.
  - f. If the Department determines that the Contractor is in violation of the contract or the homeowner's complaint is valid, the Department shall provide written notice to the Contractor to correct the violation or adequately resolve the complaint within the next 7 calendar days.
  - g. If the violation or complaint has not been corrected or adequately resolved by the end of that time, the Homeowner(s) may serve written notice to the Contractor and the Department that they are terminating the contract effective as of the date of receipt by the Contractor of that termination notice, unless another date is mutually agreed upon by the Contractor and Homeowner(s)
  
4. In the event of any such termination:

- a. The Department will determine the value of work completed by the Contractor up to the time of termination of contract,
  - b. The Department will prepare a final pay application for the contractor for the work that has been completed for review by both the Contractor and the Homeowner(s), and
  - c. The Department may hold the final pay application until the project is completed or is terminated by the Department, and may reduce the amount of that pay application to apply funds to any costs of correcting any work performed by the Contractor requiring removal, repair or replacement to meet code requirements. The Department shall hold sole, final and absolute determination in releasing funds from the final payment to the Contractor.
  - d. The Department will prepare a scope of work to have the remaining work reviewed and approved by the Homeowner(s) and bid out to other qualified Contractors so that the project may be completed by the lowest responsive, responsible bidding contractor.
  - e. In this event, the original Contractor shall be released from all liability to complete the project by the Homeowner(s). The original Contractor shall be held responsible for a one-year warranty for all work completed for which the Contractor has been paid, except in the case of roof replacement wherein the contractor shall be responsible for a 5-year warranty for the roof replaced.
5. In the event of Contract termination, the provisions of this Contract pertaining to Conflict of Interest, Governmental Audit, and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.
6. **Contractor and Homeowner(s) acknowledge and agree that Palm Beach County, a political subdivision of the State of Florida and the Department, as the funding source for work being performed pursuant to this Contract, has certain rights and responsibilities in connection with the use of funds. Contractor and Homeowner(s) therefore agree as follows:**
- a. Contractor acknowledges and agrees that the County has the right to withhold payments to the Contractor and pursue all means at its disposal to recover funds from the Contractor in the event of violation of this Contract by the Contractor. The County may pursue recovery of funds expended as well as the funds required to complete the project and administer the Contract.
  - b. Homeowner(s) acknowledges and agrees that the County has the right to cancel and withdraw funding to the Homeowner(s), and may accelerate its mortgage with the Homeowner(s) to recover funds expended and costs associated with the processing of the Homeowner(s)' application, payments made to the Contractor, Contract administration, and all work performed on the Homeowner's property in the event the County determines that Homeowner has violated the terms of this Contract.
  - c. Contractor and Homeowner(s) acknowledge and agree that the County reserves the right to terminate this Contract, in part or in whole, in the event that the Contractor and/or Homeowner(s) fail to perform in accordance with the terms and conditions stated in this contract at the sole discretion and determination of the County. The County further reserves the right to terminate this Contract if deemed in the best interest of the County at its sole discretion and determination, with or without cause. The Contractor and Homeowner(s) will be notified by letter of the County's decision to terminate the contract.
  - d. Contractor acknowledges and agrees that the County reserves the right to discipline,

suspend, and/or debar the Contractor in accordance with the appropriate County policies, ordinances, resolutions, and/or administrative orders due to the termination of this Contract. The Contractor will be notified by letter of the County's actions against the Contractor.

- e. The County may exercise any and all rights given under this contract, waiver of enforcement of any rights does not preclude the County from enforcing any other rights under this contract.

### **ARTICLE 13. PAYMENT REQUESTS AND CHANGE ORDERS**

1. Payments shall be requested on a monthly basis and payment requests shall be submitted on an AIA G702/703 or equivalent form. Homeowner(s) shall provide written acceptance for all Pay Applications.
2. Retainage, if applicable, in the maximum amount allowed by law, will be withheld on the calculated value of any Work completed.
  - a.  Retainage will be withheld in the amount of %.
  - b.  Retainage will not be withheld.
3. All Change Order requests shall be submitted on an AIA G701 or equivalent form. All Change Order requests must be approved at the discretion of the Department.
4. The Contractor may submit an initial payment request for Mobilization. The pay request shall be submitted within thirty (30) calendar days from the date of execution of this contract. Mobilization cannot exceed 20% of the total of the submitted Bid including alternates, if alternates are awarded, at the time of contract execution. The Contractor may forego submitting a pay request for mobilization. Foregoing the mobilization pay request does not relieve the Contractor's responsibility of submitting all required documents within the required time period. Mobilization items may include, but not limited to, the following:
  - i. Applicable Insurances (Builder's Risk, General Liability, Business Automobile Liability, Workers Compensation)
    1. Proof of Invoice/Payment and Certificates
  - ii. Permit Applications
    1. Proof of application and paid receipts
  - iii. Impact Fees (if applicable)
    1. Proof of paid receipts
  - iv. Surveys (if applicable)
    1. Proof of Signed Proposal
  - v. Testing and Engineering (if applicable)
    1. Proof of Signed Proposal
  - vi. Dumpster
    1. Proof of Multi Month Signed Proposal
  - vii. Storage Pod
    1. Proof of Multi Month Signed Proposal
  - viii. WDO Inspection Report
    1. Copy of WDO Report, Positive or Negative, on require form
  - ix. Long Lead Item – Impact Resistant Rated Doors
    1. Proof of Signed Proposal and NOAs
  - x. Long Lead Item – Impact Resistant Windows

1. Proof of Signed Proposal and NOAs
  - xi. Long Lead Item – Cabinetry and Counter Tops
    1. Proof of Signed Proposal and Design Specifications including color
  - xii. Tile choices, color choices, fixture choices, appliance choices, flooring choices, and all items that require Homeowner and Contractor approval
    1. Copies of Homeowner and Contractor signatures on product picture and specification documents
5. If the Contractor forgoes the Mobilization Pay Request, then the initial payment request by the Contractor and all other payment requests may be at any percentage of work completed in accordance with the plans and specifications. All payment requests must be approved at the discretion of the Department.
  6. All material and labor used in basing percentage of work completed, must be in place and no payment shall be made for stored material.

**ARTICLE 14. ADDITIONAL RECITALS**

**Project Delays:** It shall be the responsibility of the Contractor to notify the Department in writing of any such delays. Upon receipt of such notification, the Department will evaluate the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is found properly excusable, the Department shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. Such time for extension shall be made by change order.

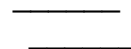
**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the current simplified acquisition threshold, as amended, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60; all contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted



Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.  
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**Section 3 Clause:** This Contract and any subcontract entered into by the Contractor in the performance under this work is subject to and incorporates the following provisions:

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 (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.
2. The parties to this Contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
7. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part



75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

8. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

The undersigned also certifies that he/she does not, and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that the undersigned does not permit its employees to perform their services at any location under its control where segregated facilities are maintained, and the undersigned agrees further to provide a signed statement to this effect.

**Homeowner(s) Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Homeowner from and against all claims, costs, fees, damages, losses and expenses, from any and all suits and actions of every name and kind and description that may be brought against said Homeowner(s), including but not limited to attorneys' fees, arising out of or resulting from performance of the work specified herein, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Such obligation shall be limited to One Million Dollars per occurrence. Further the indemnification of the Homeowner does not include that the Contractor indemnify the Homeowner for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than:

- (a) The Contractor; or
- (b) Any of the Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or
- (c) The Homeowner, excluding however, indemnification of claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Homeowner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

This indemnification obligation shall not be limited by the type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts. This Homeowner indemnification obligation clause shall survive termination of the Contract.

**County Indemnification:** Contractor and Homeowner(s) shall indemnify and hold harmless the County and its officials and employees, from all claims, liabilities, damages, losses and costs, fees, from any and all suits and actions of every name and kind and description that may be brought against said County, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the indemnifying party in the performance of the Contract.

Contractor and Homeowner(s) further agrees to hold harmless and indemnify the County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not the Contractor was negligent or even knowledgeable of any events

precipitating a claim or arising as a result of any situation involving Contractor's activities. Said indemnification by Contractor shall be extended to include all deliverers, suppliers, furnisher of material or anyone acting for, on behalf of, or at the request of Contractor. Contractor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant. This clause shall survive termination of this Contract.

**Legality and Interpretation:** In case any one or more of the terms, provisions, or part of a provision, contained in this " Homeowner Indemnification and County Indemnification" herein, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, or part of a provision, of the Contract, but the Contract shall be construed as if such invalid or illegal or unenforceable term or provision or part thereof, had never been contained herein. Upon such determination that any term, or provision or part thereof, is invalid, illegal or unenforceable, in any of the Contract, the court is authorized and instructed to modify the provision so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated in the Contract are consummated as originally contemplated to the fullest extent possible.

**ARTICLE 16. NOTIFICATION**

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served if: 1) hand delivered by one party to the other; or, 2) as of the delivery date appearing upon the return receipt, if sent by one party to the other party's address listed herein by United States mail, postage prepaid, certified, or with a return receipt requested. Either party may change the listed address herein at which he receives written notices by so notifying the other party hereto in writing.

Copies of notices, requests, demands, or other communications between the parties shall be copied to the Department whose address is listed herein.

**ARTICLE 17 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor shall include this language in its

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subcontracts.

**ARTICLE 18. COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 (R) et. seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738,1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time, Contractor agrees that:

1. No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1368) relating to inspection monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. He will promptly notify the Homeowner(s) of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
5. He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of such provisions.

**ARTICLE 19. CONTRACT ASSIGNMENT**

The Contractor shall not assign the Contract without written consent of the Homeowner(s) as recommended and processed by the Department. The request for assignment will be addressed to the Department of Housing and Economic Development.

**ARTICLE 20. GOVERNMENTAL AUDIT**

The Contractor shall at any time during normal business hours and as often as the County and/or Comptroller General of the State of Florida and/or the Florida Department of Professional Regulation and/or any of their duly authorized representative may deem necessary, make available for examination all the Contractor's records and data with respect to all matters covered by the Contract, and shall permit the County and/or its designated authorized representative to audit and inspect all books, documents, papers, and records directly related to this Contract.

**ARTICLE 21. CONFLICT OF INTEREST**

No member, officer, or employee of Palm Beach County, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under the Contract.

**ARTICLE 22. RECORD RETENTION**

Records pertaining to work completed under this Contract shall be retained by the Contractor for ten (10) years from ending date of the County's Fiscal Year (October 1 through September 30) in which all matters related to this Contract including the expiration of guaranteed work have been disposed of, whichever is

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later. However, in the event that this Contract is subject to audit findings, all records shall be retained for ten (10) years in the manner prescribed above or until such audit findings have been resolved, whichever is later.

**ARTICLE 23. PARTIAL INVALIDITY**

Should any section or any part of any section of this Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Contract.

**ARTICLE 24. MODIFICATION**

This Contract may not be modified unless such modification is a written agreement or change order that is executed by both parties to this Contract and is recommended and processed through the Department.

**ARTICLE 25. INTEGRATION**

The drafting, execution, and delivery of this Contract by the parties has been induced by no representation, statements, warranties, or agreements other than those expressed herein. This Contract embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly, referred to herein.

**ARTICLE 26. E-VERIFY - EMPLOYMENT ELIGIBILITY**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

County shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

If County terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

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**THIS Contract**, together with all documents attached hereto, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the provision of the component part first enumerated shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed:

<b>Contractor Signature:</b> _____ <b>Date:</b> _____
<b>Homeowner Signature:</b> _____ <b>Date:</b> _____
<b>Homeowner Signature:</b> _____ <b>Date:</b> _____



Statutory Notices:

Construction Defect Notice Under Chapter 558, Florida Statute

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

Notice of Florida Homeowner's Recovery Fund Section 489.1425, Florida Statute

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

**PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:**

Construction Industry Recovery Fund  
1940 North Monroe Street, Suite 42  
Tallahassee, Florida 32399  
Telephone: (850) 921-6593

Homeowner:  Date:

Homeowner:  Date:

Contractor:  Date: