

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

**INVITATION TO BID: SHIP Emergency Repairs Program**

Full Bid Package located at: [Housing & Economic Development Contractor Info and Bid Package \(pbcgov.org\)](https://pbcgov.org/Housing/EconomicDevelopment/ContractorInfo/BidPackage.aspx)

**Property Owner(s):** Cuong Mo Ly

**Property Address:** 1048 Big Torch St, Riviera Beach, FL 33407

**Property Control Number:** 56-42-42-36-35-000-0230

**PRE-BID MEETING:** There shall be a pre-bid meeting at **1048 Big Torch St, Riviera Beach, FL 33407** beginning at **1:00 pm Thursday, March 13, 2025**

**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, Friday, March 21, 2025**, at:

**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:** **09/21/2025**

**PROJECT CLOSEOUT DATE:** **10/21/2025**

**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.

---

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

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

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

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

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

**Mortgage and Housing Investments (MHI)  
BID PROPOSAL – EMERGENCY REPAIRS PROGRAM  
NOTICE TO GENERAL CONTRACTORS**

Sealed bids will be received until **4:00 P.M.**, on **Friday, March 21, 2025**, at Palm Beach County Department of Housing & Economic Development (HED), 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and opened immediately thereafter at the same address.

**ATTENTION: Contractors must submit current Business Auto and Worker's Compensation insurance Certificates with their bid responses or have current insurances on file with HED Contractor Registry.**

The work to be performed at the property identified below includes furnishing all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work described herein and more specifically identified in the attached Rehabilitation Specifications Analysis Report. Said work to be done strictly in accord with HED' rehabilitation policies and procedures.

**MANDATORY PRE-BID MEETINGS:** There shall be a pre-bid meeting (walk-thru) at the project on the date and time noted below:

Property Owner(s):	<b>Cuong Mo Ly</b>
Phone	<b>(561) 363-2565</b>
Property Address:	<b>1048 Big Torch St, Riviera Beach, FL 33407</b>
Pre-Bid Meeting:	<b>Thursday, March 13, 2025 @ 1:00 pm</b>

This work is funded by funds made available through the Florida Housing Finance Corporation for use in HED' Programs. The Property Owner(s) named herein has qualified under HED' policies and guidelines and has secured (or will secure) sufficient funds prior to entering into a construction contract with the successful bidder for the work specified herein. As such, contractors are hereby advised that this construction work is funded, in whole or part, with Federal financial assistance, and all federal regulations and requirements applicable to construction work of this type funded pursuant to Title I of the Housing and Community Development Act of 1974, as amended, shall be strictly enforced. The following is provided for the purpose of guiding contractors in properly preparing their bids, and contractors are further advised that strict compliance is required with all of the provisions.

**INSTRUCTIONS TO BIDDERS**

**ATTENTION: No Asbestos Survey has been conducted on this house. Contractor shall comply with OSHA Asbestos Standards, 29 CFR Parts 1910, 1915, & 1926**

**1. INCONSISTENCIES AND INTERPRETATIONS**

Abbreviations of HED, Department of Housing & Economic Development, maybe used interchangeably due to the renaming of the department. Any seeming inconsistency between different provisions of the bid documents or any point requiring explanation must be inquired into by the bidder, at least five (5) days prior to the time specified above for opening bid proposals. After bid proposals are opened, the bidders shall abide by the decisions of HED as to any interpretations. No interpretations of the meaning of the plans, specifications or other bid documents will be made orally to any bidder without being provided to all other bidders if deemed necessary by HED.

Any and all significant interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by e-mail to all prospective bidders (at the e-mail address furnished for such propose) not later than three (3) days prior to the date fixed for the opening of bids.

**Failure** of any bidder to receive 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.

## **2. SITE VISITS**

Contractors or their designated representatives are requested to visit the property identified above to fully acquaint themselves with existing conditions there and with the work specified herein. Such visit shall take place in the presence of the Property Owner(s) or a designated representative in order to assure access to the interior of the dwelling for the bidder's inspection. Furthermore, bidder's shall pre-arrange such visit with the Property Owner(s) whose telephone number is provided above and in the attached Rehabilitation Specifications Analysis Report.

## **3. BID PRICES**

No bids will be considered or accepted which, in the opinion of HED or the Property Owner(s), contain inadequate or unreasonable prices for any item. Each item must carry its own proportion of the cost as nearly as is practicable. 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 informal. All prices quoted in the bids shall include all applicable sales taxes. Bids must be valid for sixty (60) days after the established bid opening date.

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. The General Contractor shall expressly bind itself to indemnify and save harmless the Property Owner(s) and Palm Beach County from all such claims and fees and from any and all suits and actions of every name and description that may be brought against said Property Owner(s) and County on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said Property Owner(s) and Palm Beach County for the infringement of any and all patents or patent rights claimed by any person, firm or corporation. Unless otherwise provided herein, the General Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when proposals are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and 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.

## **4. SUBMISSION OF BIDS**

Bids must be signed by a person duly authorized to do so, and in case signed 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.

Only sealed bids will be accepted from duly licensed General Contractors and all bids are to conform with the requirements of the bid documents and be submitted to the address shown below, on or before the date and time indicated first above:

Palm Beach County  
Department of Housing & Economic Development  
Mortgage and Housing Investments (MHI)  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

Bids will be opened on the date and time specified above by the County employee whose duty is to open bids. Such employee will decide when the specified time has arrived and no bid received thereafter will be considered. Bid forms must be submitted in good order and with all blanks filled in using ink. 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.

## **5. WITHDRAWAL OR MODIFICATION OF BIDS**

Bidders may correct their bids, and may withdraw inadvertently erroneous bids before or after 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 HED's review and approval and the approval of the Property Owner(s).

## **6. REJECTION OF BIDS**

The Board of Palm Beach County Commissioners reserves the right to reject any and 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 which in the County's sole judgment will best serve the public interest. County reserves 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. **In consideration of the County's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.**

The County further reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders.

## **7. CONTRACT AWARD**

Upon close examination of all bids HED will make a determination of the apparent low responsive and responsible bidder that best meets the terms, conditions and specifications which will result in the best interest of HED and the Property Owner(s). Such a bidder shall be deemed to be the successful bidder for the work embraced by this bid, and contract award to such successful bidder will then be recommended by HED to the Property Owner(s). The Property Owner(s) may then enter into a construction contract with the bidder recommended by HED unless the Property Owner(s) elects to provide the additional funding necessary to select any otherwise responsive bidder in accord with HED's policies and procedures.

Furthermore, the Property Owner(s) reserve the right to accept any or all items of an acceptable responsive bid. Should the low responsive bidder recommended to the Property Owner(s) fail to enter into a timely contract as provided, then award may be rescinded and the contract let to the next low responsive bidder who is selected by the Property Owner(s). Such bidder shall then fulfill every stipulation as if it were the original party to whom award was made.

**8. GUARANTEE:** The completed work including all labor and materials will be guaranteed by the Contractor for a period of one (1) year from the date of final acceptance of the completed project as required by the Contract. Furthermore, the Contractor will furnish the Homeowner(s), in care of Palm Beach County's Department of Housing & Economic Development, all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract. All roofing work will carry a five (5) year warranty.

## **9. PROJECTS WITH LEAD-BASED PAINT**

The property whose address appears above, and which is identified in the attached Rehabilitation Specifications Analysis Report has been inspected for the presence of lead-based paint by a certified Lead-Based Paint Inspector if the property was built before January 1, 1978. If lead-based paint has been found in

the property where such paint is 1) in a hazardous condition, or 2) not in a hazardous condition, but where it exists in a dwelling unit permanently occupied by at least one child less than six years old, or 3) where it is expected to be disturbed in the process of rehabilitation, then the General Contractor awarded the contract in connection with this bid shall cause the lead-based paint to be abated by a certified lead-based paint abatement contractor as its sub-contractor in accord with the specifications found in the attached Rehabilitation Specifications Analysis Report.

For the purposes of this bid, "abatement" means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards. Lead Based Paint Abatement includes 1) the removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and 2) all preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures. "Permanent" means an expected design life of at least 20 years. The lead-based paint abatement contractor acting as the General Contractor's subcontractor (and hereinafter referred to as the "abatement sub-contractor") shall be certified by the EPA (Environmental Protection Agency) according to 40 CFR Part 745, and shall at minimum meet the insurance requirements provided below. Lead-based paint abatement work shall at minimum comply with regulations at 40 CFR Part 745 and at 24CFR Part 35.

During abatement activities at the above address, occupants shall be temporarily relocated in accord with applicable regulations. The County shall bear the costs of such relocation, when required, during the period specified for hazard reduction as well as during the first clearance testing period conducted after the completion of abatement activities.

Should the General Contractor and its abatement sub-contractor use more time than the period allocated for hazard reduction without obtaining the written consent of the Property Owner(s) and the County's written approval, then the General Contractor shall bear the cost of occupant temporary relocation during the period occurring after that allocated for hazard reduction. Should the General Contractor and its abatement sub-contractor fail the first clearance test, the General Contractor shall then thereafter bear the cost of all subsequent clearance tests and the cost of the occupant temporary relocation. If selected as the successful bidder, the undersigned General Contractor shall agree to allow the County to deduct from the General Contractor's payment for the rehabilitation work, the cost of all clearance tests necessitated after the first clearance test, the cost of occupant temporary relocation during the period occurring after that allocated for hazard reduction, and during the period after the first clearance testing period when the first clearance test fails.

## **10. GENERAL CONTRACTOR'S INSURANCE**

In conjunction with contract award and execution of a construction contract as described above, the successful bidder shall maintain, on a primary basis, and at the successful bidder's sole expense, the insurance coverages, limits, and endorsements, described below during the term of the contract for the work specified herein. As the successful bidder, you are advised that the construction contract you execute shall require that you immediately cease all work in the event of any lapse in insurance coverage. Furthermore, as the successful bidder, you are advised that any interruption of work due to a lapse in insurance coverage shall not cause an extension of the construction contract completion date.

As the successful bidder, you are advised that the requirements contained herein, as well as Palm Beach County's review or receipt of insurance maintained by you are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by you under a contract made in connection with this Program.

The successful bidder shall provide Palm Beach County and the Property Owner(s) with a certificate of insurance that complies with the following:

- A. NAME OF INSURED:** The successful bidder's name appearing on the certificate as the insured must match the name on the successful bidder's license to perform construction work.



**B. INSURANCE COVERAGES:** The certificate of insurance shall contain coverages, limits, and endorsements that are in full force and effect as follows:

**1. Commercial General Liability:**

Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not include any endorsements or limitations excluding contractual liability, products/completed operations liability, cross liability, or roofing activities.

**2. Business Automobile Liability:**

Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for owned, non-owned, and hired auto liability. If you do not own any automobiles, you must maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for non-owned, and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.

**3. Worker's Compensation and Employer's Liability Insurance:**

Worker's Compensation and Employers Liability insurance at the Florida statutory limits through direct insurance, or Worker's Compensation and Employers Liability insurance at the Florida statutory limits through an employee leasing company pursuant to an employee leasing agreement with you.

**C. ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show Palm Beach County Board of County Commissioners and the Property Owner(s) as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:

- CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
- CG 2026 Additional Insured - Designated Person or Organization endorsement
- or a similar endorsement

Please note that an insurance certificate which indicates that the County is a certificate holder does not meet this requirement. Being a certificate holder is not the same as being additional insured.

**D. DELIVERY AND NOTICES OF CANCELLATION:** The certificate of insurance shall include a minimum thirty (30) day endeavor to notify Palm Beach County of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

Department of Housing & Economic Development  
Mortgage and Housing Investments (MHI)  
100 Australian Avenue, Suite 500  
West Palm Beach, FL. 33406

**E. WAIVER OF SUBROGATION:** By entering into any contract under this program, you agree to a Waiver of Subrogation in favor Palm Beach County and the Property Owner(s) for each policy required above. When required by your insurer, or should a policy condition not permit you to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to notify your insurer and request that your 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 has a condition that specifically prohibits such an endorsement, or one that voids your coverage should you enter into such an agreement on a pre-loss basis.

- F. **RIGHT TO REVIEW:** Palm Beach County and the Property Owner(s) reserve the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract under this program. Palm Beach County and the Property Owner(s) reserve the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

#### 11. LEAD-BASED PAINT ABATEMENT SUB-CONTRACTOR'S INSURANCE

In the event that the attached Rehabilitation Specifications Analysis Report contains work requiring the services of a certified lead-based paint abatement sub-contractor (hereinafter "abatement sub-contractor"), then in conjunction with contract award and execution of a construction contract as described above, the successful bidder shall require the abatement sub-contractor to maintain, on a primary basis, and at the successful bidder's or abatement sub-contractor sole expense, the insurance coverages, limits, and endorsements, described below during the term of the contract for the work specified herein.

As the successful bidder, you are advised that the requirements contained herein, as well Palm Beach County's review or receipt of insurance maintained by you and your abatement sub-contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by you and your abatement sub-contractor under a contract made in connection with this Program.

The successful bidder shall provide Palm Beach County and the Property Owner(s) with a certificate of insurance for its abatement sub-contractor that complies with the following:

- A. **NAME OF INSURED:** The abatement sub-contractor's name appearing on the certificate as the insured must match the name on the abatement sub-contractor's certificate to perform lead-base paint abatement work.
- B. **INSURANCE COVERAGE:** The certificate of insurance shall contain coverages, limits, and endorsements that are in full force and effect as follows:
1. **Abatement Sub-Contractor's Pollution Legal Liability:** "Contractor's Pollution Legal Liability" at a minimum limit not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. When a self-insured retention or deductible exceeds \$25,000, the General Contractor shall inform the Abatement Sub-Contractor that Palm Beach County reserves the right, but not the obligation, to review and request a copy of the abatement sub-contractor's most recent annual report or audited financial statements.
- C. **ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show Palm Beach County Board of County Commissioners and the Property Owner(s) as additional insured as pertains to the "Contractor's Pollution Legal Liability" coverage. The endorsement must be:
- CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement, or
  - CG 2026 Additional Insured - Designated Person or Organization endorsement, or
  - a similar endorsement

Please note that an insurance certificate which indicates that the County is a certificate holder does not meet this requirement. Being a certificate holder is not the same as being additional insured.

- D. **DELIVERY AND NOTICES OF CANCELLATION:** The certificate of insurance shall include a minimum thirty (30) day endeavor to notify Palm Beach County of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

Development of Housing & Economic Development  
Mortgage and Housing Investments (MHI)  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

- E. WAIVER OF SUBROGATION:** By entering into any contract under this program, you the General Contractor agree to cause the abatement sub-contractor to agree to a Waiver of Subrogation in favor Palm Beach County and the Property Owner(s) for each policy required above. When required by the abatement sub-contractor's insurer, or should a policy condition not permit the abatement sub-contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to cause the abatement sub-contractor to agree to notify its insurer and request that its 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 has a condition that specifically prohibits such an endorsement, or one that voids the abatement sub-contractor's coverage should the abatement sub-contractor enter into such an agreement on a pre-loss basis.

- F. RIGHT TO REVIEW:** The General Contractor shall inform the abatement sub-contractor that Palm Beach County and the Property Owner(s) reserve the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract under this program, and that Palm Beach County and the Property Owner(s) reserve the right, but not the obligation, to review and reject any insurer providing coverage on behalf of the abatement sub-contractor because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

#### **GENERAL CONTRACTOR'S PROPOSAL**

If selected as the successful bidder, the undersigned General Contractor agrees to execute a Construction Contract with the Property Owner(s). The undersigned General Contractor proposes to furnish all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work specified herein at the cost indicated by the General Contractor. The undersigned General Contractor also proposes to complete the work within the number of working days indicated in the attached Rehabilitation Specifications Analysis Report beginning with the effective date of the Notice to Proceed to be given in accord with the construction contract, and after attendance of a Pre-construction Conference. The construction contract and all other related documents and forms to be used in connection with this project are on file for the bidder's inspection at HED's offices located at the address specified herein.

The undersigned General Contractor also understands that the construction work shall be performed in accord with the Florida Building Code, and in accord with, but not limited to, all other applicable local codes and ordinances and 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 undersigned General Contractor acknowledges and understands that the construction work to be performed at the property identified above is funded, in whole or in part, through monies made available under the Federal Community Development Block Grant program. In this regard the undersigned General Contractor also agrees to abide by and comply with all federal laws, rules and regulations pertaining to residential rehabilitation activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to:

- Section 8 Existing Housing Quality Standards; and
- The Energy Policy and Conservation Act of 1975; and
- HUD Lead-Base Paint Regulations; and
- Section 3 of the Housing and Urban Development Act of 1968; as amended; and

- Executive Order 11246, as amended by Executive Orders 11375 and 12086; and
- 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;

Failure to list verbatim or make reference to a local, state or federal regulation herein, or any attachment thereto, shall not relieve the parties of compliance with any appropriate regulation if determined by HED or the United States Department of Housing and Urban Development as applicable to this Program.

In addition, the undersigned General Contractor certifies that it is not, nor are any of its officers, partners, owners or parties of interest named on the current General Services Administration List of Parties Excluded from Federal Procurement or Nonprocurement Programs, and agrees to provide a sworn statement to this effect when requested by HED. In particular, the requirements of the above mentioned Section 3 are:

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

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

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

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

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

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

The undersigned General Contractor 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 he/she 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.

To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the Property Owner and County from and against claims, damages, losses and expenses, 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 (other than the work itself) including loss of use resulting there from, to the extent caused in whole or in part by negligent acts or omissions of the General 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 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.

Claims against any person or entity indemnified under the previous paragraph by an employee of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the General Contractor or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

Furthermore, the undersigned General Contractor 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 undersigned also agrees to provide a sworn statement to this effect if requested.

The undersigned General Contractor certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County or the owner, as a Commission, Kickback, reward or gift directly or indirectly by any member of the firm or by any officer of the corporation

By signing below, the bidder (General Contractor) certifies that he or she understands and will comply with all the terms, conditions and specifications as contained and made reference to in this proposal as well as any attachments thereto.

**ATTENTION:** The successful contractor must submit their pay requests in an "editable" G702 and G703 **"type"** of spreadsheet format. This type of spreadsheet format software is readily available on the internet.

---

Name

---

Company Name

---

Authorized Signature\*

---

Date

\* Signature of licensee, or signature of person authorized by licensee whose authorization must be on file at HED.

RETURN ALL PAGES OF THIS BID PROPOSAL TO HED

GENERAL CONTRACTOR'S BID PROPOSAL CHECKLIST

- \* Did you use ink in completing this bid proposal?.....[ ]Yes [ ]No
  - \* Did you sign your bid proposal above?.....[ ]Yes [ ]No
  - \* Did you fill in all the blanks above?.....[ ]Yes [ ]No
  - \* Did you quote a price for each and all items in the attached?  
Rehabilitation Specifications Analysis Report?.....[ ]Yes [ ]No
  - \* Did you fill in all the blanks in the Contractor Bid Information?  
section on the next page?.....[ ]Yes [ ]No
- ATTN:** Have you included copies of your current Business Auto  
and Worker's Compensation insurance certificates with this  
bid response? ..... [ ]Yes [ ]No

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

100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

**EMERGENCY REPAIR PROGRAM AUTHORIZATION TO BID**

**PROPERTY INFORMATION:**

Property Owner:	Cuong Mo Ly		
Property Address:	1048 Big Torch St, Riviera Beach, FL. 33407		
Primary Phone:	(561) 315-3171		
Secondary Phone:	N/A		
Year Built:	2003		
Noise Attenuation:	Airport Zone: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Required ER: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Building Description: Single Family	Number Bedrooms: 4		Number Bathrooms: 3
Property Control Number:	56-42-42-36-35-000-0230		


**PALM BEACH COUNTY INFORMATION:**

Inspector:	Brandon Gagnon	Bgagnon@pbc.gov	Phone:	561-233-3621
Supervisor:	Aundra Lowe	Alowe@pbg.gov	Phone:	561-233-3614

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

I/We have reviewed in detail the Scope of Work with the Rehabilitation Inspector/Project Coordinator and understand the specifications in the Scope of Work shall be performed on my/our property. I/We agree that there will be **"NO"** changes in the Scope of Work unless needed to meet the Housing and/or Building Code Requirements. Furthermore, I/We authorize Palm Beach County Department of Housing and Economic Development to obtain bids for the work contained in the Scope of Work.

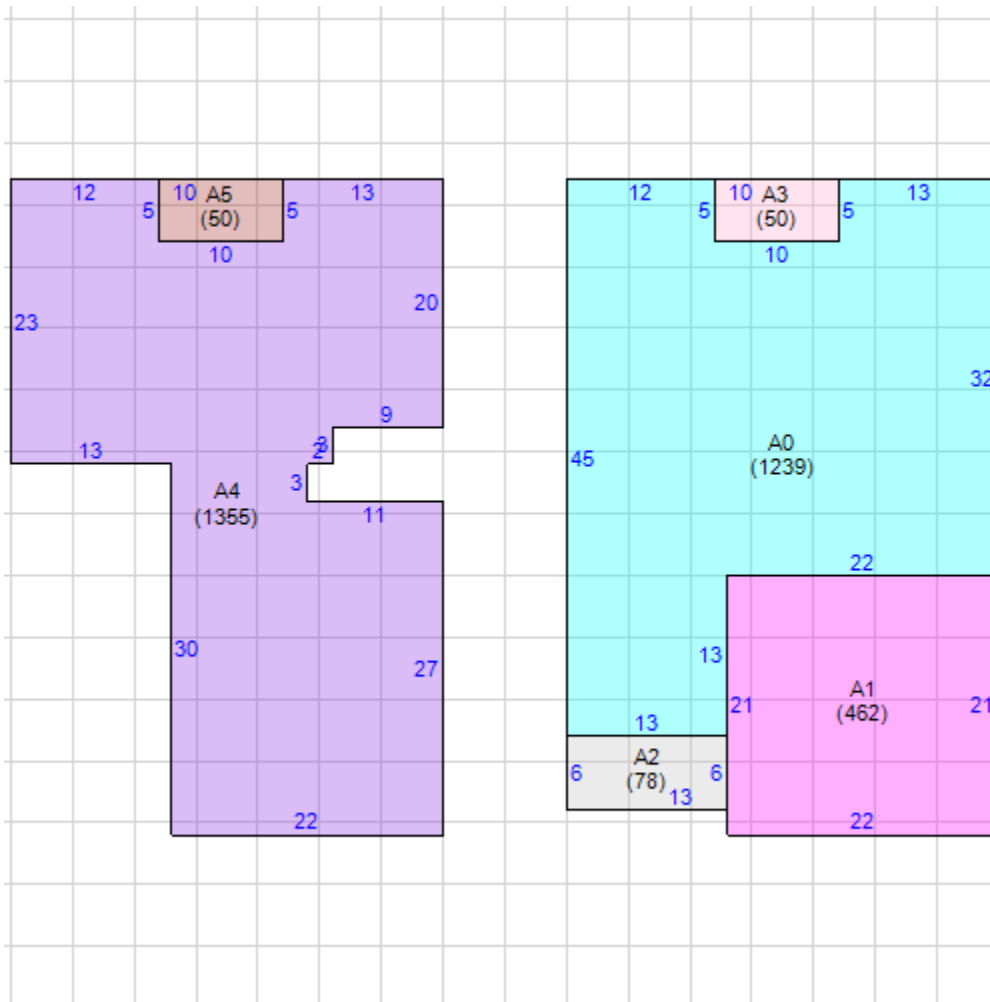
X  02/28/2025  
Property Owner's Signature Date

X   
Property Owner's Signature Date

**ATTENTION: Palm Beach County Department of Housing and Economic Development has Adopted the Florida Energy Codes which may appear in this Scope of Work.**

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

## SKETCH FOR BUILDING 1





Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

## **PRICED SCOPE OF WORK-WORK SPECIFICATIONS**

### **Palm Beach County Department of Housing and Economic Development Emergency Rehabilitation Program**

**Project meeting Site:**

**Name:** Cuong Mo Ly  
**Address:** 1048 Big Torch St,  
Riviera Beach, FL. 33407  
**Phone:** (561) 315-3171

**Home Inspection Date:** 2/25/2025

## **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

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. 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.

**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

## **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, sliding glass doors, garage doors, windows, front side, rear or French 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

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

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.

#### **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**

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**

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

## 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.

**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**

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

## 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.

## PRICED SCOPE OF WORK- WORK SPECIFICATIONS

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

#### **01) WIND MITIGATION INSPECTION 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.

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

## 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 Statue 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.

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

#### **04) SLOPED PITCHED-TILE ROOF REPLACEMENT**

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

##### **TILE –SLOPED ROOF REPLACEMENT – THE COLOR AND ROOF FINISH MUST MATCH THE HOA REQUIREMENTS**

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications. Furnish and install new anchor sheet underlayment, 3 inches white 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 tile underlayment per manufacturer instructions. Furnish and install S-shape new cement tile and their components in strict compliance with the Florida Building Code, Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE) and the manufacturer's specifications. Homeowner will select colors from the manufacturer's standard colors. 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. Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks. This item requires a permit.

**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.

**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. 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.

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

- h. Verify roof to wall connections while the roof is being strapped.
- i. Replace all existing plumbing vent lead boots and replace all turbines and exhaust vent hoods. Replace existing rooftop attic ventilators to meet code approved venting.
- j. All roofing contractors must comply with any gas vent requirements per Building and Zoning. When applicable. Remove and cap and seal weather where the head that was removed.
- k. There can be no pooling water. If required, use tapered insulation and/or build up low areas, to prevent any pooling water.
- l. Exterior wall - install continuous termination bar and stucco stop. Patch stucco above the stucco stop.
- m. 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.
- n. 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) SECONDARY WATER BARRIER**

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

a. 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 or 4" or 6" tape directly to all roof deck seams installed per manufacturer's specifications and Building Code of Jurisdiction."

#### **06) REPLACEMENT OF EXTERIOR FASCIA AND SOFFIT, 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.**

**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.

**b.) Replacement Requirements** –Soffits: repair the stucco where cracking and damage is noted.

**c.) Soffit Vents:** Replace all of the 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 vents.**



Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

## **07) RAIN GUTTERS AND DOWNSPOUTS FOR FRONT, SIDES AND REAR OF HOME-LEAF FILTER PROTECTION**

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

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

**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 two 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.**

**D. Leaf Filter Protection for the entire gutter system.**

## **8) 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. 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. 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), concrete slabs and walkways, 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.

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

**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.

## **9)PERMITS AND PLANS**

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

# **SUMMARY**

**Grand Total**

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

## **ALTERNATE ITEMS**

### **10)ALTERNATE #1 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

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

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.

## **11)ALTERNATE #2 ACCORDION SHUTTERS**

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

The nineteen (19) windows openings and one (1) sliding glass doors shall be protected with the Florida Building Code Approved - hurricane impact resistant aluminum or steel accordion shutters to cover the entire window opening for all of the home's openings. The aluminum or steel accordion shutters shall have the required code approval, and the installation must be in accordance to Florida Building Code. Install the proper security bolts-to façade for this installation. Aluminum hurricane accordion shutter information on the installation must be provided to the homeowner. Provide an identification number code and installation map

## **12)ALTERNATE #3 REPLACEMENT NEW HURRICANE IMPACT RESISTANT (HIR) FRONT DOOR**

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

**A. DESCRIPTION OF HIR DOOR OPENING HIR-IMPACT IMPACT DOOR.** 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 door.** One 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).

**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, composite or steel 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.

Property Owner: Cuong Mo Ly  
1048 Big Torch St, Riviera Beach, FL. 33407  
Priced Scope of Work-Work Specifications

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.

**13)ALTERNATE #4 ONE (1) SETS OF NEW HURRICANE IMPACT RESISTANT GLASS SLIDING DOORS - 1-SET UPSTAIRS BEDROOM LEADING TO BALCONY**  
\$ \_\_\_\_\_

**Green standard and code requirements are needed for this home. Replacement will improve the health, safety, and weatherization standards for the home to meet current building code and to promote and to ensure prevention of air infiltration. The secure hurricane impact resistant sliding doors will meet the current building code, promote energy efficiency, health and safety and further protect the home. Priority 1,2, 3 and 4.**

Installation, design and type must be used for the installation of. The Impact Glass (hurricane resistant) sliding glass doors with screens and tinted glass is factory standard. Homeowner shall select color of frames from the standard stock. Install sliding 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. (Priority 4). Contractor to verify all measurements

**14)ALTERNATE #5 REPLACEMENT NEW HURRICANE IMPACT RESISTANT (HIR) REAR PATIO DOOR**  
\$ \_\_\_\_\_

**A. DESCRIPTION OF HIR DOOR OPENING HIR-IMPACT IMPACT DOOR.** 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. Door shall be a HIR standard door.** One 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).

**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, composite or steel 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.

**15)ALTERNATE #6 REPLACE ALL WINDOWS WITH NEW HURRICANE IMPACT RESISTANT WINDOWS USING NEW HIR-SINGLE HUNG WINDOW \$\_\_\_\_\_**  
**19 WINDOWS**

**A.** Replace all windows (11) eleven windows with new Hurricane Impact window in the same configuration using a clear view same as the existing window. **Hurricane Impact Resistant Windows-(HIR).**

**B.** Locations: rooms of home 4- bedrooms, master bathroom, living and dining rooms.

**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 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 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.** Install ALL new 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.

## **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** \$\_\_\_\_\_