

THE CITY OF DAYTONA BEACH OFFICE OF THE PURCHASING AGENT

Post Office Box 2451 Daytona Beach, Florida 32115-2451 Phone (386) 671–8080 Fax (386) 671–8085

ADDENDUM NO. 3

DATE: December 20, 2019

PROJECT: ITB 20123

HSR 2864-332 ELLSWORTH, DAYTONA BEACH

OPENING DATE: January 13, 2019 at 2:00 PM

This addendum is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by <u>underlining</u>, deletions are indicated by <u>strikethrough</u>.

- Revised Plans including survey, revised house plan, construction material specification, and specification narrative are attached to the web page under addendum 3 at www.codb.us/841/Purchasing, public solicitation, HSR 2864-332 ELLSWORTH, DAYTONA BEACH
- 2. Replace "Home Senior Reconstruction" with "Home Reconstruction" throughout the document.

3. **Page 2.**

The work generally consists of the following: Construction of a new home located at 332 Ellsworth Street, Daytona Beach, FL 32114, 2 bedroom, 4 <u>2</u> bath, 1 car garage, approx. 1660 sf concrete block house on the site per specifications. All required engineering and surveys shall be provided by the Contractor.

- 4. **Page 33, paragraph 1.** The City of Daytona Beach Economic/Community Development Division's Home Senior Reconstruction Program provides assistance to low-income, owner-occupied senior persons with home reconstruction. This program is financed with HOME CDBG Funds.
- 5. Page 34 paragraph 2. Under this program, the home will be reconstructed on the property located at 332 Ellsworth Street, Daytona Beach, FL 32114, per specifications. All required engineering and surveys shall be provided by the contractor for this 2 bedroom, 4 2 bath, 1 car garage concrete block house
- 6. Questions regarding this project will be accepted until 1-3-2020 at 5:00 PM.
- 7. **Contract changes.** Attached is a revised draft contract.

The Bidder shall acknowledge receipt of this addendum on the Bid Proposal Form.

The City of Daytona Beach

Kirk Zimmerman Buyer

REVISED AGREEMENT FOR CONSTRUCTION OF HOUSING FOR ELDERLY PERSONS

The Parties to this Agreement are > [insert name of owner], as husband and wife (hereinafter the "Owners"), >, a >[insert type of entity] (hereinafter the "Contractor"), and The City of Daytona Beach, Florida (hereinafter the "City").

Based upon the consideration herein provided, the Owners, Contractor and City agree as follows, to be effective on the date the last Party signs this Agreement as referenced below:

SECTION 1. THE WORK

The Contractor agrees to reconstruct the existing residential unit located at 332 Ellsworth Street, Daytona Beach (hereinafter the "Project Site") in accordance with this Agreement, including the plans/specification attached hereto as Exhibit A, all other labeled Exhibits, and the Invitation to Bid and related bid documents which are incorporated herein by reference. The Contractor's work (the "Work") will include all materials, equipment, and labor necessary to accomplish the rehabilitation of the Project Site in accordance with this Agreement.

SECTION 2. TIME OF COMMENCEMENT AND COMPLETION

The Contractor will commence the Work within five calendar days from the date of the "Notice to Proceed" and will complete the Work within 105 calendar days thereafter. This Completion Date may only be extended pursuant to Section 10.2.

The City, the Owners, and Contractor agree that liquidated damages are appropriate as damages would be difficult to measure in the event of Contractor's failure to complete the Work by the Completion Date. Therefore, if the Contractor fails to complete the Work by the Completion Date the Contractor will be obligated to pay the City as liquidated damages, a sum of \$50.00 per day. The City will have the option of offsetting such liquidated damages in whole or in part against any portion of Contract Sum otherwise due the Contractor.

SECTION 3. CONTRACT SUM AND PAYMENT

The City will pay the Contractor for the performance of the Work in full, the Contract Sum of >______, consisting of:

- \$> in State Housing Initiatives Partnership (SHIP) program funds.
- \$≥ in federal Home Investment Partnership (HOME) program funds.
- \$≥ in Community Development Block Grant (CDBG) program funds.
- \$> in > [insert name of program] funds.

The Contract Sum may be increased only through written change orders or formal amendments to this Agreement. No change orders or amendments will be valid unless they conform to City ordinances and policies. Payment of the Contract Sum will be made in accordance with the following terms and conditions:

3.1. The Contract Sum will be made in the following progress payments:

A progress payment of 20% of the Contract Sum will be paid when foundation block has been completed, as determined by the City. A second progress payment of 20% of the Contract Sum will be paid when framing, truss, window and doors have been completed, as determined by the City. A third progress payment of 40% of the Contract sum will be paid when HVAC and drywall have been installed, as determined by the City. A forth progress payment of 20% of the Contract sum will be paid when final walk through has taken place and accepted by the home owner. Some or all of these progress payments may be withheld because of (i) defective Work not remedied, (ii) claims filed, or (iii) unsatisfactory execution of the Work by the Contractor.

Final Payment of the remainder of the Contract Sum will be paid only after the following conditions are met:

- A. The Contractor has completed all Work in conformance with this Agreement, including completion of any other installation or rehabilitation items not previously completed, such as those items set forth in a punch list;
- B. The Contractor has cleaned the Project Site of debris and construction materials;
- C. The Contractor has delivered a Final Contractor's Affidavit in compliance with the requirements of Section 713.06(3)(d)(1), Florida Statutes stating that all lienors (actual or potential) under the Contractor's direct contract have been paid in full or if the fact is otherwise, showing the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials; and
- D. The Contractor has delivered a complete release of all such liens arising out this Agreement and/or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City and the Owners indemnifying the Owners against any liens; and
- E. The Contractor has delivered to the City, all system and product warranties, and all warranties of any subcontractors; and
- F. The Work has been accepted as complete by the City of Daytona Beach Building Official.
- **3.2** Any payments provided for herein are subject to satisfactory intermediate and final inspections by the City. If the City deems it expedient to correct Work not done in accordance with this Agreement, an equitable deduction from the contract amount, based solely upon the judgment of the City will be made thereof.
- 3.3 The making of Final Payment will constitute a waiver of all claims by the Owners except simultaneous notice of those claims given in writing to the City and the Contractor arising from (i) unsettled liens, (ii) faulty or defective Work appearing after substantial completion, (iii) failure of the Work to comply with the requirements of the Contract Documents and/or applicable housing/building codes, or (iv) terms of any special guarantees required by the Contract Documents. The acceptance of Final Payment will constitute waiver of all claims by the Contractor except those previously made in writing and still unsettled at the time of final payment; provided however, that Final Payment will not relieve Contractor of any warranties or other obligations relating to faulty materials or workmanship.

SECTION 4. CONTRACTOR'S WARRANTIES

- **4.1** The Contractor warrants that the Contractor has visited the Project Site and had the opportunity to carefully examine the site and all pertinent local conditions, such as soil conditions, location, character, and accessibility of the site, availability of facilities, location, and character of existing Work within or adjacent thereto, labor conditions, etc.
- **4.2** The Contractor warrants that it has the skill and capacity to perform the Work in accordance with local industry standards.
- **4.3** The Contractor will guarantee all Work performed for a period of one year from the date of Final Acceptance by the City; and that during this one-year period the Contractor will, at the Contractor's expense, correct any defects that arise out of defective or improper materials or workmanship.

SECTION 5. CONTRACT DOCUMENTS

- **5.1** The Agreement incorporates by reference the following Contract Documents:
- A. The plans/specifications (Exhibit A):
- B. The Florida Building and Housing Codes;
- C. The City's codes and ordinances; and

- D. The current Housing Quality Standards published by the City pursuant to the United States Department of Housing and Urban Development ("HUD") requirements; and
- E. All appropriate documents issued by the U. S. Departments of Housing and Urban Development (HUD) governing rehabilitation/reconstruction;
- F. All other documents incorporated herein, whether expressly or impliedly; and
- G. Any addenda to these Documents.

All references to "this Agreement," will be deemed to include all Contract Documents.

Contract terms are subject to change without notification per HUD/SHIP Regulations.

SECTION 6. SUPERVISION

- **6.1** The City will provide general administration of this Agreement on behalf of the Owners and will be the Owners' representative until the end of the warranty period.
- **6.2** The City will at all times have access to the Work.
- 6.3 The City will make periodic visits to the Project Site to monitor the progress and quality of the Work and to determine if the Work is proceeding, in accordance with this Agreement. On the basis of its on-site observations, the City will keep the Owners informed of the progress of the Work, and will endeavor to guard the Owners against defects and deficiencies in the Work of the Contractor. The City will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and it will not be responsible for the Contractor's failure to carry out the Work in accordance with this Agreement.
- 6.4 The City will be the interpreter of the requirements of all Contract Documents. The City will make decisions on all claims and disputes between the Owners and Contractor.
- **6.5** The City will have authority to reject any portion of the Work that fails to fully comply with this Agreement.

SECTION 7. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- **7.1** The Contractor will supervise and direct the Work, using the Contractor's best skill and highest attention. The Contractor will be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. All Work will be performed in a workmanlike manner conforming to standard practices, all applicable laws and ordinances, and the instructions of City building inspectors.
- **7.2** Unless otherwise specifically noted, the Contractor will provide and pay for all labor, withholding and unemployment taxes, materials, equipment, tools, construction equipment, and machinery, transportation, and other facilities and services necessary for the proper and timely execution and completion of the Work.
- **7.3** The Contractor will have the right to hold and dispose of any and all existing materials replaced with new as part of the Work.
- **7.4** The Contractor will at all times enforce strict discipline, sobriety and good order among the Contractor's employees, subcontractors and agents, and will not employ any unfit person or anyone not skilled in the task assigned to them.
- 7.5 The Contractor warrants to the Owners and City that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective and appropriate deductions from the Contract Sum will be made accordingly.

- **7.6** The Contractor will pay all sales, use and other similar taxes required by law and will secure all permits, fees and licenses necessary for execution of the Work.
- 7.7 The Contractor will give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work, and will notify the City if the drawings and specifications are at variance therewith.
- **7.8** The Contractor will be responsible for acts and omissions of all their employees and all subcontractors, their agents and employees and all other persons performing any of the Work.
- 7.9 The Work will be performed in accordance with approved samples and shop drawings.
- **7.10** The Contractor will at all times keep the Project Site free from accumulation of waste materials or rubbish caused by their operations. At the completion of the Work the Contractor will remove all waste materials and rubbish from and about the Project Site as well as all tools, construction equipment, machinery and surplus materials, and will clean all glass surfaces and will leave the project "broom clean" or its equivalent, except as otherwise specified.
- 7.11 The Contractor will indemnify and hold harmless the Owners and the City from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Work; provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the City, the Owners, or the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For purposes of this Section 7.11, the term, "City," includes the City's officers, employees and agents.
- **7.12.** The Contractor will furnish the Owners, in care of the City, properly completed manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract. Any defects that appear within this one-year period that arise out of defective or improper materials or workmanship will, upon direction by the City, be corrected and made good by the Contractor at the Contractor's own expense.
- **7.13** All roofs, to include built-up (tar and gravel), strip shingles (asphalt and/or fiberglass), metal roofing materials, and mineral surfaces (asphalt and/or fiberglass) will carry at a minimum a five-year warranty on materials and workmanship. Architectural shingles are required.
- 7.14 The Contractor will promptly pay all subcontractors and suppliers in accordance with Florida law.

SECTION 8. SUBCONTRACTS

- **8.1** A subcontractor is a person who has a direct contract, written or oral, with the Contractor to perform any portion of the Work at the Project Site.
- **8.2** Unless otherwise specified in the Contract Documents, the Contractor, as soon as practicable after the award of the contract, will furnish the City in writing a list of the names of subcontractors proposed for the principle portions of the Work. The Contractor will not employ any subcontractor to whom the City may have an objection. Contracts between the Contractor and the subcontractor will be in accordance with the terms of this Agreement.

SECTION 9. SEPARATE CONTRACTS

- **9.1** The City on behalf of the Owners reserves the right to award other contracts in connection with other portions of the project or other work on the site under these or similar conditions of the contract.
- **9.2** The Contractor will afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and will properly connect and coordinate their work with the other contractors.
- **9.3** Any costs caused by defective or ill-timed work will be borne by the responsible party.

SECTION 10. TIME

- **10.1** All time limits stated in the Contract Documents are of the essence in this Agreement.
- **10.2** If there is a delay in the progress of the Work, at any time, caused by changes ordered in the Work, labor disputes, fire, unusual delays in transportation, and/or unavoidable casualties, beyond the Contractor's control, or by any cause which the City may determine justifies the delay, then the contract time may be extended by change order for such reasonable time as the City may determine.

SECTION 11. CONTRACTOR'S INSURANCE

- 11.1 The Contractor will purchase and maintain, at Contractor's own expense, own expense insurance primary and non-contributory with the City's own insurance in form and from companies satisfactory to the City:
 - A. **Workers Compensation Insurance** for all persons employed at the Project Site or in any way connected with the Work.

The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with the limits of not less than \$100,000 per occurrence.

B. **Liability Insurance** will include general liability insurance and automobile liability insurance. The general liability insurance will include coverage for operations, **products-completed operations** and personal injury insuring the Contractor. The automobile liability insurance will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor at the Project Site or in any way connected with the Work.

The General and Automobile Insurance will have a limit of liability no less than \$250,000 for injury or death to any one person and not less than \$500,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$100,000 for property damage to one or more person as a result of any one occurrence or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$500,000. If insurance coverage is provided with a general aggregate, then the aggregate will be an amount no less than \$500,000. The limit of liability for personal injury will be no less than \$250,000 and the limit of liability for contractual liability will be no less than \$500,000. The liability insurance policies will name the City and Owners as additional insured.

- C. Contractor will also provide insurance to cover all losses in the event of theft of materials from the Project Site during the term of this Agreement.
- 11.2 The Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Agreement. The evidence will be in the form of certificates of insurance, which must clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. In addition, if requested by the City, the Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.
- 11.3 Contractor will not commence Work under this Agreement until Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. Nor will the Contractor allow any subcontractor to commence any portion of the Work on its subcontract until similar insurance required of the subcontractor has been so obtained and approved.
- **11.4** If the insurer, the Contractor, or any named insured cancels any of the required insurance coverages, the Contractor must promptly notify the Risk Manager, City of Daytona Beach, P.O. Box 2451, Daytona Beach, Florida 32115-2451.
- **11.5** The Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to Final Acceptance. If the insurance lapses, the City expressly reserves the right to renew the insurance at the Contractor's expense.

SECTION 12. CHANGES IN THE WORK

- 12.1 Any alterations, additions, deletions, or deviations from this Agreement will be approved only by written addendum amendment, and/or change order signed by the Owners, Contractor and the City. The City Manager may execute change orders on behalf of the City, if they are within the City Manager's authority pursuant to the Code of Ordinances. No extra costs will be approved by amendment or change order to pay Contractor where the requested increase is based on Contractor's negligent failure to properly evaluate the extent of the Work.
- **12.2** The amount of any credit to the City, from a change in the Work, will be determined by the City subsequent to consultation with the Owners and Contractor.

SECTION 13. CORRECTION OF WORK

The Contractor will correct any portion of the Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and will remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of final payment or within such longer period of time as may be prescribed by law or by the terns of any applicable special guarantee required by the Contract Documents. The provision of this Section 13 also applies to any portion of the Work done by subcontractors.

SECTION 14. NOTICES AND REPRESENTATIVES

Notices required by this Agreement will be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid will be effective on the date of delivery or sending. All notices and other written communications under this Agreement will be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement will be directed to the following contract representatives:

If to City or Owners:

Don Gooding, Compliance Manager

Community Development The City of Daytona Beach

P. O. Box 2451

Daytona Beach, Florida 32115-1542

Fax Number: 386-671-8059

If to Contractor:

- > [insert name and title]
- > [insert contractor's name]
- > [insert street address]
- > [insert city/state]

Fax Number: > [insert]

SECTION 15. DEFAULT AND TERMINATION RIGHTS

- 15.1 The Contractor will be in default if any of the following conditions occur:
 - A. The Contractor is adjudged a bankrupt
 - B. The Contractor makes a general assignment for the benefit of its creditors.
 - C. A receiver is appointed on account of the Contractor's insolvency.
- D. The Contractor fails to diligently prosecute the Work, fails to prompt pay subcontractors or suppliers for labor or materials in accordance with law, or otherwise materially breaches this Contract, and such failure or other breach continues for seven or more days after the City has provided Contractor notice of the breach including a demand for a cure.
- Upon Contractor's default the City may (without additional notice to the Contractor and without prejudice to any other right or remedy and without obligation the City may have, terminate the employment of the Contractor) take possession of the premises and of all materials, tools, and appliances at the Project Site, and finish the Work by whatever method the City may deem expedient; and in such the City will be entitled to apply the remaining unpaid portion of the Contract Sum (the "Contract Balance") toward the City's cost of completion, which amount will include not only the City's actual costs of labor and materials, but an additional 10% to reflect the City's cost of obtaining labor and materials and managing the balance of the Work. If the Contract Balance is inadequate to pay the City's cost of completion, the Contractor will be liable to the City for the difference between the Contract Balance and the cost of

completion. If the cost of completion is less than the Contract Balance, the Contractor will be entitled to receive that portion of the Contract Balance remaining after deducting the cost of completion.

SECTION 16. GENERAL PROVISIONS

- **16.1 Construing Agreement**. In case of litigation arising out of this Agreement where the meaning of one or more provisions is at issue, the City will not be penalized by virtue of its having drafted this Agreement. The Contractor and Owners have each read and had the opportunity to negotiate this Agreement with the advice of their respective legal counsel. The Contractor acknowledges that Contractor is familiar with the federal and state laws referenced herein.
- **16.2** Access to Project Site. The Owners agree to grant the City and the Contractor access to the Project Site for the prosecution and inspection of the Work. Owners further agree to hold the City harmless from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the City's administration of this Agreement, and for any actions or omissions of the City in relation to Section 6 of this Agreement.
- **16.3** Assignments. The Contractor will not assign its rights and obligations without the City's written consent.
- **16.4 Waiver**. The failure of the City or Owners to insist upon a strict performance of any of this Agreement's terms, covenants, or conditions hereof will not be deemed a waiver of any subsequent breach or default in any such agreements, terms, covenants, or conditions.
- **16.5** Law Governing; Venue. This Agreement will be governed by the laws of the state of Florida without regard to any choice of law principles that could result in application of the laws of any other jurisdiction. Jurisdiction for any legal action or proceeding arising out of this agreement will be exclusively in the courts of the state of Florida in and for Volusia County. The Parties hereby waive any right to stay or dismiss any action or proceeding brought under or in connection with the Agreement that is brought before the above-referenced courts on the basis of forum non-conveniens.
- **16.6 Order of Precedence**. In case of a conflict between the provisions of this Agreement including labeled Exhibits, and the Invitation to Bid and related bid documents, the provisions of this Agreement will govern.

[continued on the next page]

16.7 Entire Agreement. This Agreement contains the entire agreement between the City, the Owners and the Contractor and will not be amended in any manner except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their respective seals, upon the dates and year stated below.

OWNERS	CONTRACTOR		
(first owner's signature)	_ By:(signature)		
(III'st owner's signature)	(Signature)		
(first owner's printed name)	(printed name)		
	(title)		
(second owner's signature)	Date signed by Contractor:		
(second owner's printed name)	-		
Date signed by Owners:	-		
CITY			
By:	-		
Attest: Letitia LaMagna, City Clerk	_		
Date signed by City:	_		
Approved as to legal form:			

General Notes

- 1. All work accomplished must comply with all applicable codes and ordinances of the City of Daytona Beach, Florida.
- 2. The Community Development Department shall provide all plans. Contractor responsible to have engineer seal plans.
- 3. All required engineering site plan and surveys shall be provided by the contractor.
- 4. Contractor shall provide soil compaction certificate.
- 5. Contractor responsible for any city impact fees.
- 6. Contractor is responsible to sod entire lot and meet the requirements of the city's landscape plan 1 tree for every 2,500 square feet of property and 1 tree for every 40 lineal feet of road frontage.
- 7. Contractor to supply energy calculations.
- 8. Contractor responsible for removing all trees as necessary to place house on lot.
- 9. Contractor responsible for all fees changed by the city and utilities for disconnect and reconnect of utilities.
- 10. Full size plans can be obtained at contractor's expense for bid purposes.
- 11. No asbestos testing was performed. Lead testing is available.
- 12. The contractor is responsible for temporary power where applicable.
- 13. All products used on this home must meet the requirement of the Florida Product Approval Numbers.

1-ROOF

- 1. Install Fully Adhered Base Sheet
- 2. Install thirty-year dimensional shingles per manufacturer's specifications.
- 3. Color selection by owner from locally available stock. Color will be "light" in color.
- 4. Licensed roofing contractor to supply a minimum 3-year written workmanship guarantee and 5-year material warranty.
- 5. Supply and install roof trusses per plan. Install ZIP- Wall wood structural panels per plan.

2-EXTERIOR (general)

- 1. Install new garage door with new steel door/raised panel. Install garage door opener.
- 2. Demolish and haul away existing one story structure and out buildings. Clean and grade entire lot; provide fill for new home.
- 3. Construct new concrete block house on slab per attached plans and specifications.
- 4. Form and pour monolithic slab per code. PROVIDE SOIL COMPACTION CERTIFICATE. Form and pour 12' wide driveway, sidewalk, front and rear porch.

- 5. Walls shall be standard concrete block with textured stucco finish. If included in plans, Install screened porch with 16" kick plate. Wrap posts and beams with aluminum.
- 6. Install exterior 3-0 doors complete with new hardware and trim per plan. Match existing. All doors will be installed using (3) 3" or 3 ½" butt hinges, filling all holes with proper length screws per manufactures specifications. Finish designated by owner.
- 7. Install new marble sills in all window openings.
- 8. Provide house numbers minimum 6" per local jurisdiction requirements in a prominent place visible from the street per local ordinance.
- 9. Install sectioned aluminum baked enamel or vinyl fascia and vented vinyl soffit around the house including porch ceiling per plan. Color selection by owner from locally available stock.
- 10. Install new single hung vinyl impact window(s). WHITE including screen, permanent weather-stripping, positive lock device, nylon or stainless bushing and aluminum glazed bead (per plan). Field verify all sizes. Windows will meet the SHGC and U value ratings for current energy code.
- 11. Exterior doors will be pre hung fiberglass units with PVC jambs. Doors will be installed per manufacturers specifications to meet Florida wind code.

3-PAINTING (exterior)

- Exterior joints around windows and door frames; openings between wall panels; openings at penetrations of utility services through walls, floors and roofs; and all other such openings in the building envelope shall be caulked, gasketed, weather stripped or otherwise sealed in an approved manner. Caulk all cracks in mortar joints and block work.
- 2. All exterior masonry and wood walls shall have all cracks and voids patched as needed with an elastomeric type patch. Apply one (1) coat of manufacturer recommended sealer, apply two (2) coats of flat paint Sherwin Williams Weather Perfect Acrylic or equal. Treat all calking surfaces with approved primer or paint additive. Color to be owner's choice.
- 3. Paint will be "light" in color. It will have an LRV of 50% or greater.

4-PLUMBING

- 1. Install code approved CPVC supply lines (hot/cold) and schedule 40 pvc to meter/well, as per Florida Building Code. Work to involve all necessary valves and tie ins, patching and regrading of excavation.
- 2. Install new drain and vent (DWV) lines in kitchen, utility and bathroom. Connect to applicable sewer/septic system.
- 3. Install a complete washer/dryer hookup in utility room.
- 4. Install new electric 50-gallon water heater to supply all facilities to 120 degrees F. Connect to existing service and insure that it is in proper working order before final

inspection. Installation to include pan and drain line. Unit to have all required controls and safety valves. Unit to have a minimum of five (5) year warranty. Water heater lines must be wrapped with 3/4 " foam.

5-SEPTIC SYSTEM

1. N/A

6-INTERIOR (general)

- 1. Install new electrical smoke detector(s), and Co Detectors per local code. Must have 10 Yr. Lithium ION battery. AC direct wire with DC battery back-up or equal. Install as per manufacturers recommendations. Location(s) to be in accordance to local fire codes.
- 2. Install new ground fault type duplex receptacles in reasonable proximity of vanity in the bathroom. GFCI protect all outlets in kitchen and any exterior outlets. Follow the National Electric Code.
- 3. Install 16" wire shelf(ves) and rod in all closets per plan. Patch and paint walls, ceiling, and shelving as necessary.
- 4. Service Entrance: Install new 150 amp. service. Service shall include weatherproof cabinet, complete with compatible main disconnect, and necessary circuit breakers. Replace interior panel including all new breakers. NOTE: The permitting jurisdiction may require the disconnections of service to perform this task. The contractor is responsible for temporary power where applicable. Contractor responsible for all disconnect and reconnect fees.
- 5. Install new ground fault type duplex receptacles in a reasonable proximity of vanity in bathroom. GFCI protect all outlets in kitchen and any exterior outlets. Follow the current National Electric Code.
- 6. Install adjustable hanging fixture in dining room.
- 7. Install new ceiling fixtures with new wall switches in bathroom above sink and in kitchen above sink.
- 8. Install new porch light fixture at front door and rear door, complete with new switch(es) located in interior of house.
- Install doorbell system. Work to include replacement of push button, wire, chime, transformer, and associated hardware. Work to be so that all components of the system function properly.
- 10. Install 52" 3-speed reversible ceiling fans with light kits complete with new electrical mounting box and switches for fan and light per plan. Fan blades must be a minimum of 7' above finished floor. NOTE: Fans to be installed in bedrooms and in living room.
- 11. Install 4' double tube fluorescent wraparound ceiling fixtures. One in kitchen and one in utility room.

- 12. Install new toggle switches and duplex receptacles including covers and plates throughout unit.
- 13. Install 220-volt dryer plug behind dryer in utility room and range plug behind range in kitchen complete with proper size breakers.
- 14. Insure all telephone and television outlets are in proper working order at final inspection.
- 15. Install prehung interior hollow core door(s) per plan complete with new hardware (hinges, lockset, door stop).
- 16. Install new bifold doors complete with new hardware per plan (minimum thickness 1 1/8")
- 17. Install new 3 ¼" colonial baseboard throughout unit.
- 18. Install 3/8" FHA/HUD certified re-bond pad and FHA/HUD Bulletin UM44d certified carpet per plan. Install finish strip at all areas where carpet and non-similar flooring meet.
- 19. Install builder grade ceramic tile per plan. Grout joints to be no greater than 3/16". Color is owner's choice.
- 20. Frame walls per code. NOTE: Install ½" concrete backer-board with approved screws in tub area. Drywall with knock-down finish is acceptable in other areas.

7-KITCHEN

- 1. Install pantry closet in kitchen complete with door if included in plan. Minimum 2' deep and the width of opening. Install a minimum of four (4) shelves spaced no closer than 12" apart, bottom shelf 18" to 24" above floor and top most shelf not more than 74" above floor.
- 2. Install kitchen base cabinets. Cabinets shall be plastic clad such as Formica V-32 or approved wooden type, with appropriate doors and drawers. All doors and drawers shall be trimmed with plastic and finished inside. Dimensions for cabinet to be per plan. Color choice by homeowner.
- 3. Install counter top that shall be approximately 25" wide with 4" back splash. All surfaces to be plastic laminate covered. Completely seal all seams, edges, and under sink to insure water tightness. Install side splash(es) where tops meet sidewalls per plan.
- 4. Install upper kitchen cabinets. Cabinets shall be plastic clad such as Formica V-32 or approved wooden type with appropriate doors. All doors shall be trimmed with plastic and finished inside. Dimensions for cabinet(s) to be per plan.
- 5. Install a new stainless steel double bowl sink, complete with rim sealant 33"X22"X6 ½" 20 Ga.
- 6. Install new faucet with veg. sprayer on kitchen sink, "Delta" model 400 or equal.
- 7. Install ½" sheetrock in accordance with local requirements. Tape, float, and smooth.
- 8. Install new self-cleaning electric range, freestanding with clock and one-hour timer.

- 9. Install new electric refrigerator, 18 cubic feet, no frost or equal (white , black or stainless steel) and if necessary, duplex receptacle not more than one (1) foot from unit.
- 10. Install 30" range hood. Must be vented to the outside, color to match range. Complete with two (2) speed fan and light, center over range, connect and test before final inspection. Fan must achieve 100 CFM after complete install.

8-UTILITY ROOM

1. If utility room exists, must be conditioned space.

9-BATHROOMS

- 1. Install tub with ceramic tile around tub to top of wall including one (1) soap dish and one (1) towel bar on new concrete board. Trim edges with bull-nose tile. Wall tile shall be standard grade. Color is homeowner's choice from local stock.
- 2. Install ceramic tile per plan. Color is owner's choice. Install finish strip at all areas where carpet and tile meet.
- 3. Install new HANDICAP water closet BRIGGS MODEL #4234 (white) max 1.6 gpf/6.0 lpf or equal. Work to include new shut-off valve, supply line, and seat. open front with cover.
- 4. Install new faucet on the lavatory. Must be brass internals.
- 5. Install vanity complete with sink per plan. Base cabinet and top to be plastic laminate covered. Top shall be approximately 22" deep with 3" back splash. Completely seal all seams, edges, and under sinks to insure water tightness. Cultured marble tops can be used as substitute. Provide back and side splash at all walls. Wood base cabinet may be substituted with owner approval.
- 6. Install recessed medicine cabinet. Cabinet shall be standard size, 14"X18"X4" with minimum three (3) shelves and mirror unless otherwise specified.
- 7. Install mirror over vanity minimum 30" high X width of vanity complete with proper mounting clips.
- 8. Install ceramic tile around shower to top of wall including one (1) soap dish and one (1) towel bar on new concrete board. Trim edges with bull-nose tile. Wall tile shall be standard grade. Color is homeowner's choice from local stock.
- 9. Install ceramic fixture set which shall be comprised of toilet paper holder, toothbrush holder, towel bar, soap dish, and shower curtain rod.
- 10. Install handicap grab bars in shower area and around water closet. Heavy duty, 18 gauge, type 304, stainless steel, 1 $\frac{1}{2}$ " diameter, model #7040 and 7075. Include solid backing for secured mounting.

10-HEATING

- 1. Install new central unit heat pump, with automatic float cutoff switch and thermostat complete with new ductwork, registers, and return grills to all rooms on 4'X4'X4' formed and poured concrete pad. Connect and test before final inspection. Install per State of Florida Building Code. NOTE: Work to include new disconnects at compressor and air handler. Bid to reflect properly sized unit with a min of 16 seer. One (1) year parts and labor and five (5) year compressor warranty. If upgrade of electric is required, include in bid.
- 2. Provide manual "D" and manual "J".
- 3. Ductwork will have all joints sealed. Ductwork will be tested for leakage prior to inspection.

11-PAINTING (interior)

- 1. Paint all interior walls with two (2) coats of eggshell paint, Paint will be low VOC. Color choice by owner.
- 2. Paint all interior ceilings with two (2) coats of flat paint, White. Paint will be low VOC.
- 3. Paint will be low VOC. All new interior doors will be primed, including tops and bottoms and lightly sanded before finish of two (2) coats of semi-gloss paint is applied.
- 4. All trim including doors will be sanded smooth before applying two (2) coats of semigloss paint. All trim will have all nail holes and open joints filled with putty before applying primer coat. Then apply two (2) coats of semi-gloss trim paint.

12-PEST CONTROL

 Underslab will be treated prior to installation of visqueen. Final spray per local ordinance. Pest control company will bond the home for one year, including repair bond.

13-INSULATION

1. Insulate all living area ceilings to minimum R-30 factor.

Building Specifications - 332 Ellsworth

- 2. Walls will use ¾ "insulation fastened to block with furring strips (1"x 2"). 1" X 4" PT will be used at the bottom and top of exterior wall.
- 3. All knee walls will be insulated to a minimum of r-19.
- 4. Common wall to garage if applicable will be insulated to r-13
- 5. Insulation will be of no less than grade 2. (Minimal voids or crushing of product)

14- CLEAN-UP

Contractor to insure the premises is completely free of all trash and debris during
construction and the dwelling cleaned prior to final inspection. Clean-up shall include
but not limited to: cleaning windows, vacuum rugs, paint over spray and splatter, and
sawdust/trash in cabinets. Contractor will maintain daily checks of jobsite to verify
cleanliness.

General Specifications - 332 Ellsworth

Insulation

R-5 Foam on exterior walls Tuff-R 3/4

R-30 attic insulation Owens Corning or Johns Mansfield

Radiant Barrier Roof Sheathing Nor - Board or Georgia Pacific

Blown Fiberglass

Roofing

Asphalt Architectural Owens Corning or GAF Light/ Medium Color

Paint

Exterior Latex Sherwin Williams Eco - Select Light/ Medium Color Interior Walls Latex Sherwin Williams Eco - Select Light/ Medium Color

Interior Trim Latex Sherwin Williams Eco - Select White

Cabinets

Cabinets/VanitiesFlat Panel MapleMerrilatt BasicsTBDBath TopsFormicaTBD

Kitchen Top Formica TBD

HVAC

Equipment Central Variable Speed Fan Carrier or Comparable 16 Seer

Ductwork R-6 Insulated Flex Pipe
Manual D By HVAC Contractor
Manual J By HVAC Contractor

Trim

Baseboard 3 1/4 Colonial Finger Joint

Doors 6 Panel Colonial Bi-Folds 6 Panel Colonial

Window Sills Marble

DrywallTexturedCorner BeadSquare

Ceiling Knock Down/Painted

Appliances Whirlpool-White/Black Range hood MUST be vented to outside

Plumbing

Kitchen

Sink SS Drop In 7 1/2"deep Fixture Moen Chateau or similar

Hall Bath

Bath 1 Fixture Moen Chateau or similar
Bath 1 Tub/Shower Vikreyll 71121120/22 White

Bath 1 Tub/Shower Fixture Moen Chateau
Bath 1 WC Dual Flush/ White
Vanity Sink 20 " Round Drop In

Master Bath

Bath 2 Fixture Moen Chateau or similar

Bath 2 Tub Fiberglass Shower Pan/ Ceramic wall tile

Bath 2 Tub Fixture Moen Chateau or similar

Bath 2 WC Dual Flush/ White

Bath 2 Shower Fixture Moen Chateau or similar Vanity Sink 20 " Round Drop In

Water Heater 50 gallon energy star

Electrical - 332 Ellsworth

Electrical Room	Model # Type	Bulb
Kitchen	Cloud	CFL/Fluorescent/LED
Bath 1 Bath 1 Fan	Hollywood Utilitech 0.3-Sones 80-CFM White Humidity Sensing Bathroom Fan ENERGY STAR	CFL/Fluorescent/LED
Bath 2 Bath 2 Fan	Hollywood Utilitech 0.3-Sones 80-CFM White Humidity Sensing Bathroom Fan ENERGY STAR	CFL/Fluorescent/LED
Bed 1	TBD/Fan Light Combo	CFL/Fluorescent/LED
Bed 2	TBD/Fan Light Combo	CFL/Fluorescent/LED
Bed 3	TBD/Fan Light Combo	CFL/Fluorescent/LED
Front Porch	TBD	CFL/Fluorescent/LED
Entry	TBD	CFL/Fluorescent/LED
Dining Room	TBD	CFL/Fluorescent/LED
Living Room	TBD/Fan Light Combo	CFL/Fluorescent/LED
HallWay	TBD	CFL/Fluorescent/LED
Pack Patio	TBD	CFL/Fluorescent/LED
Garage	Garage	CFL/Fluorescent/LED
Coach Lights	TBD	CFL/Fluorescent/LED

Windows

SINGLE HUNG / HORIZONTAL SLIDER

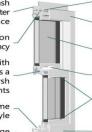
Externally glazed operating sash and frame for better air and water

Sealed multi-hollow extrusion for strength and energy efficiency

Weather stripped interlock with dual seal sash to frame, creates a positive seal keeping out harsh

> Exterior beveled frame for architectural style

Extruded Florida flange on all frame types



Heavy duty 3" frame thickness

Welded frame and sash corners for strength and water tightness

1/8" overall insulated glass for UV and heat gain thermal protection

Double action self-locking sash locks for added security

Continuous integral lift-handle on top and bottom rails for finger-tip ease of operation

PVC extrusions are impact and corrosion resistant

CERTIFIED TO MEET OR EXCEED EXPECTATIONS

All CWD vinyl windows are AAMA and NFRC certified, and are compliant with ENERGY STAR® and Green Building standards when ordered with LoE 366. The features listed throughout this brochure helps satisfy LEED™ credits.











WINDPACT PLUS LARGE MISSILE IMPACT WINDOWS

- ✓ REDUCED INSURANCE RATES
- ✓ HURRICANE PROTECTION
- ✓ UV RAY PROTECTION
- ✓ ENERGY EFFICIENCY
- ✓ SAFETY & SECURITY
- ✓ NOISE REDUCTION
- 8100 SH up to 100DP, 8200 HS up to +60/-75DP, 8400 CA up to 75DP, 8450 AW up to 75DP, 8500 SH up to 90DP, 8600 HS up to 120DP, 8700 FD from 70DP up to 100DP, Patio Doors up to 120DP
- Tested to Miami-Dade County, Florida and ASTM specifications for impact
- Available with energy efficient LoE² & LoE³ Glass
- Neat® glass is available as option

Advantages of Cardinal LoĒ³

For the advantages of laminated glass with a reduced solar heat gain, Cardinal offers Loɳ Coatings. Though virtually invisible to the eye, Cardinal's patented LoE³ coating reduces solar gains, thus reducing LoE³ Coating air conditioning costs.

microscopically thin Lodz coating in laminated glass has high visible light outdoor and indoor reflectivity



Advanced Design and Engineering

- 1) Multiple hollow chambers for strength and insulation
- 2) Dual-pane insulated glass with double-strength glass (standard) 3) Extruded Florida flange on all frame types
- 4) Thick vinyl walls for added structural integrity
- 5) Covered weep holes in sill control water





CWD vinyl windows are available in two easy-to-clean colors: White and Two-Tone Bronze Also available with special order only: Solid Adobe, Two-Tone Brick Red & Two-Tone Forest Green



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www.cws.cc

Your Authorized Custom Windows & Doors Dealer:

L2002B (June 2012)

SAVE ON ENERGY.

An average home will lose between 10 percent and 25 percent of its energy through vindows and doors. The best windows and doors can save up to 15 percent on your heating and cooling energy bills. Did you know that your energy savings can also help to protect the environment? Every kilowatt of energy we use to heat and cool our homes can result in up to 2 lbs of CO₂ being created. With Envirosealed Windows[™] and Doors, you are doing your part to conserve energy and protect our planet.



enviro 👺 sealed

Floor Covering - 332 Ellsworth

Floor Coverings

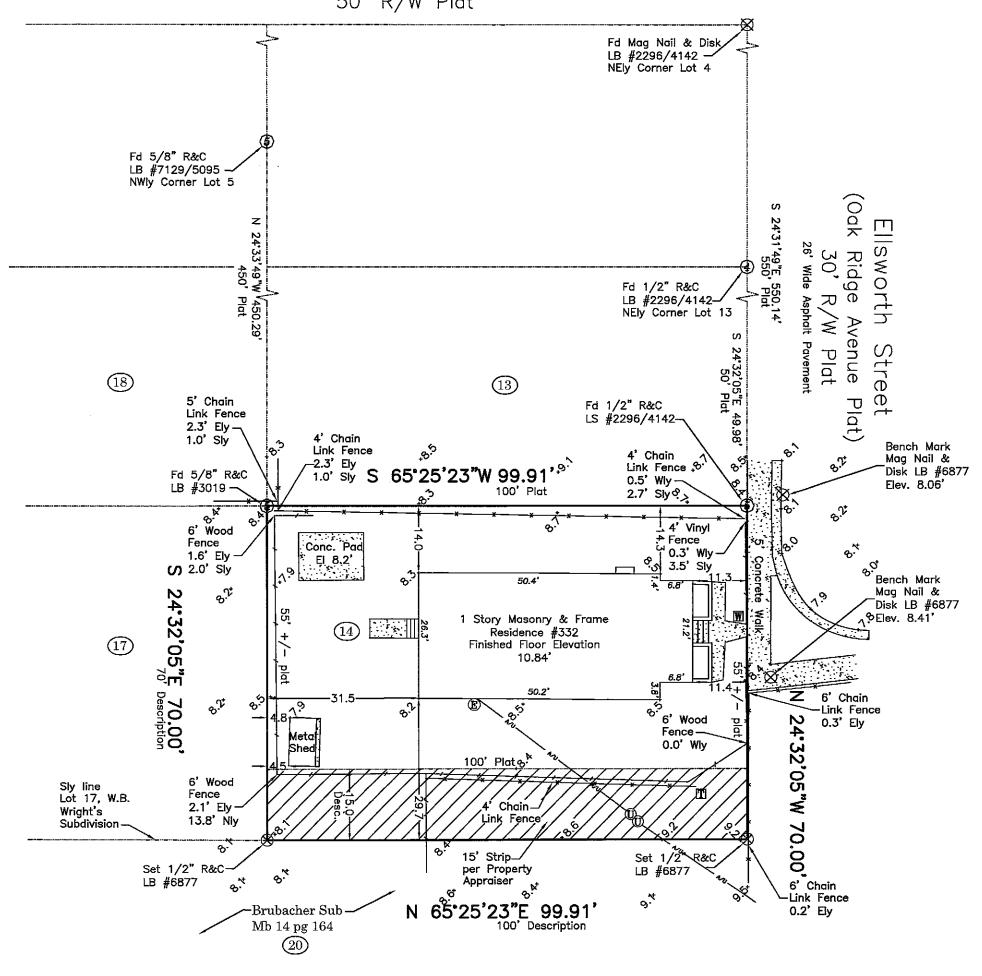
_	Material	Pattern	Size	Color
Kitchen	Ceramic Floor	Standard	18x18	TBD
Bath 1	Ceramic Floor	Standard	18x18	TBD
Bath 2	Ceramic Floor	Standard	18x18	TBD
Bed 1	Carpet /Pad			TBD
Bed 2	Carpet /Pad			TBD
Bed 3	Carpet /Pad			TBD
Front Porch	Concrete	Broom Finish		
Entry	Ceramic tile	Standard	18x18	TBD
Dining Room	Engineered	Standard	TBD	TBD
Living Room	Engineered	Standard	TBD	TBD
HallWay	Engineered	Standard	TBD	TBD
Pack Patio	Concrete	Broom Finish		
Garage	Concrete	Smooth		

BOUNDARY & TOPOGRAPHICAL SURVEY Sheet 1 of 2





George W. Engram (Cypress Street Plat) 50' R/W Plat



(Not valid unless accompanied by sheet 2, Survey Report)

Job Number 19296 Crd #99396 FB 338 @ 3-4

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MyerLandSurveying@Gmail.Com

 SCALE
 DESIGNED
 DRAWN
 CHECKED
 DATE

 1" = 20'
 ALH
 MMM
 12/10/2019

SURVEY REPORT

Sheet 2 of 2

LEGAL DESCRIPTION:

Lot Fourteen (14), W. B. Wright's Subdivision of Lot 14, Block 55, Mason and Coleman's Daytona, according to map in Map Book 5, Page 122, of the Public Records of Volusia County, Florida. And per the Volusia County Property Appraiser, a 15-foot-wide strip lying southerly of and adjacent with the southerly line of Lot 20, W. B. Wright's Subdivision of Lot 14, Block 55, Mason and Coleman's Daytona, according to map in Map Book 5, Page 122 and northerly of Lot 20, of Louis Brubacher's Subdivision of Lot 5, Block 55, of Mason and Coleman's Addition to Daytona, Map Book 5, page 199, of the Public Records of Volusia County, Florida.

GENERAL NOTES:

- 1. Field Survey completed 12-5-2019.
- 2. Bearing basis assumed: N24°32'05"W along the westerly right of way line of Ellsworth Street.
- 3. Underground utilities were not located, except as shown.
- 4. Dimensions shown are feet and decimals thereof.
- 5. Underground foundation, if any, not located
- 6. Elevations are based on North American Vertical Datum of 1988.
- 7. Flood Zone X per F.I.R.M. Daytona Beach 125099, Panel 12127C0358H, revised 2-19-2014.

GENERAL LEGEND:

GENERAL.	LEGEND.		
A	Arc length	NGVD	National Geodetic Vertical Datum
A\C	Air conditioning pad	OR	Official Records
A\U	Aerial utilities	P	Pool pump
BM	Benchmark	PC	Point of curve
C	Cable TV service	PCC	Point of compound curve
CALC	Calculation	PCP	Permanent control point
CB	Catch basin	POB	Point of beginning
CL	Centerline	POC	Point of commencement
CLF	Chain link fence	PP	Pinched pipe
CM	Concrete monument	PRC	Point of reverse curve
CMP	Corrugated metal pipe	PT	Point of tangent
CONC	Concrete	PVC	Polyvinyl chloride
CR	Cable riser	R	Radius
D	Delta	R&C	Rod and cap
DESC	Description	RCP	Reinforced Concrete Pipe
Œ	Electric meter	REC	Recovered
E(LY)	East(erly)	RLS	Registered land surveyor
EMT	Electrical metal tubing	R\W	Right of Way
FD	Found	S	Utility services
FLD	Field	S(LY)	South(erly)
G	Gas meter	T	Telephone service
FPL	Florida Power and Light	TYP	Typical
FPLS	Florida Professional	(U)	I Intiliano mala
1120	Land Surveyor	\simeq	Utility pole
IP	Iron pipe	(v)	Valve
L	Light pole	\mathbf{w}	Water meter
LB	Licensed business	' <u></u> '	Westerly
N(LY)	North(erly)	W(LY) WF	Wooden fence
N&D	Nail and disc	wr	wooden lence

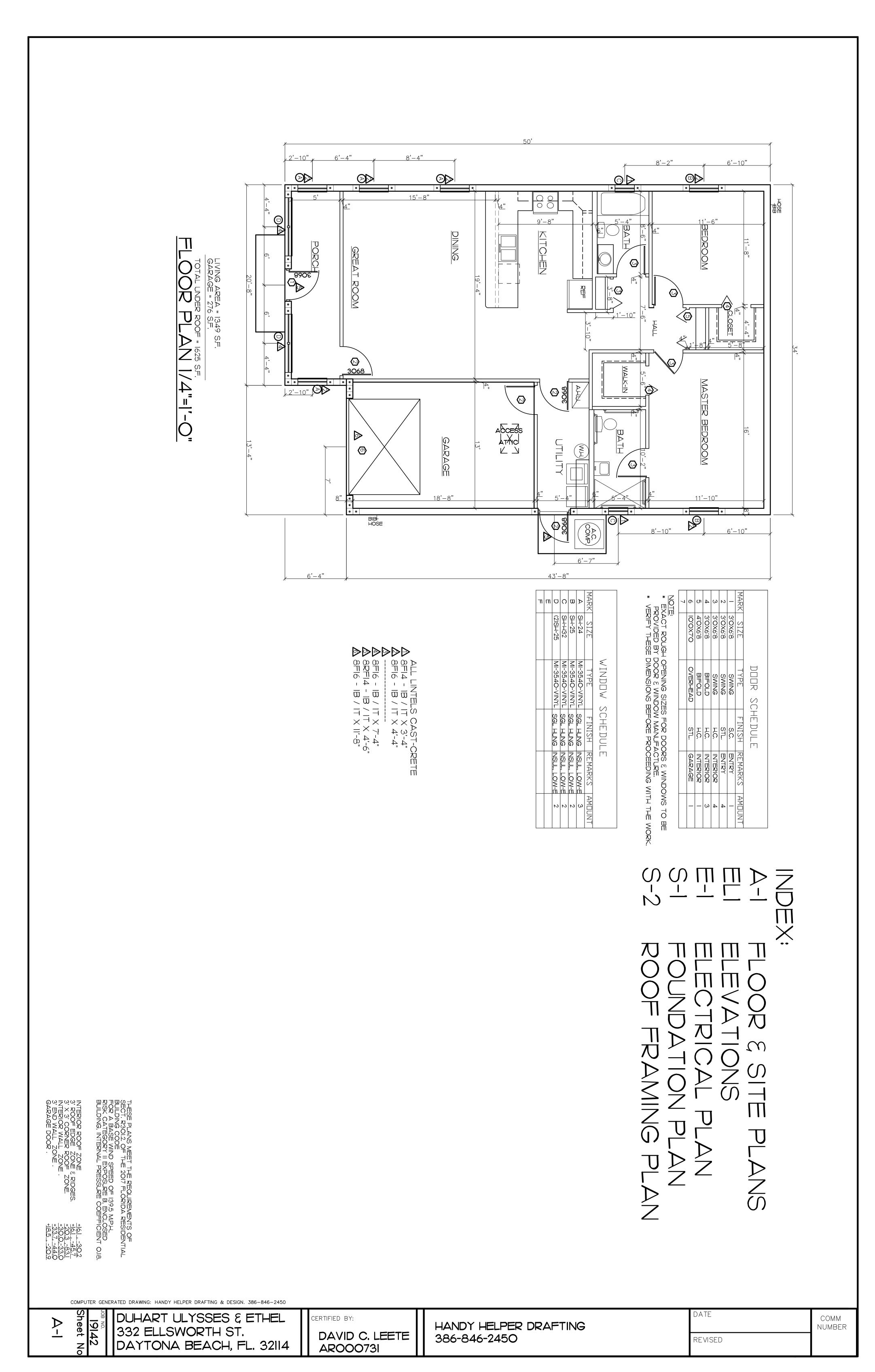
This Survey Report is not valid unless signed, embossed with signatory's seal and accompanied

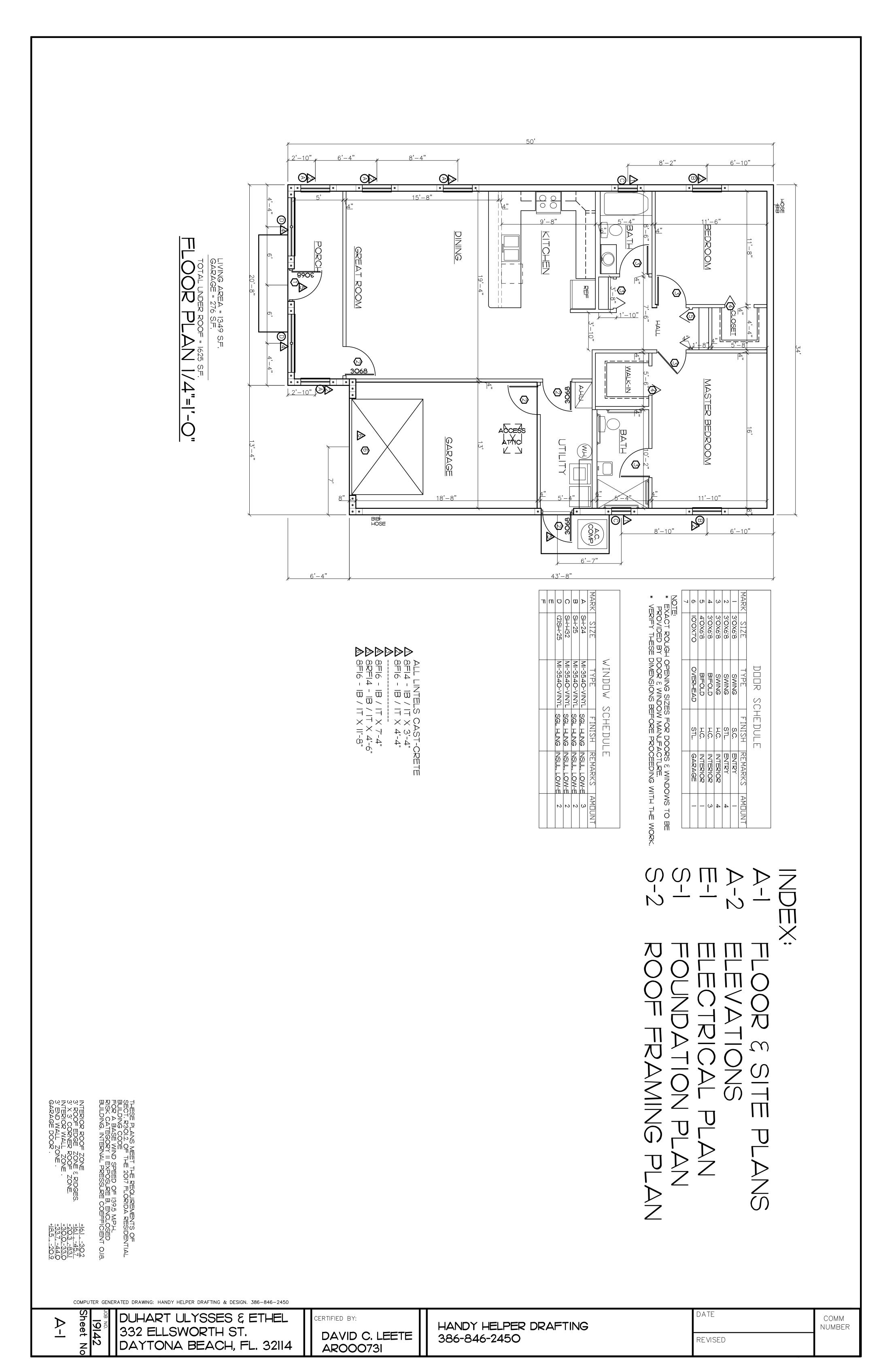
by Map of Survey, Job No. 19296)

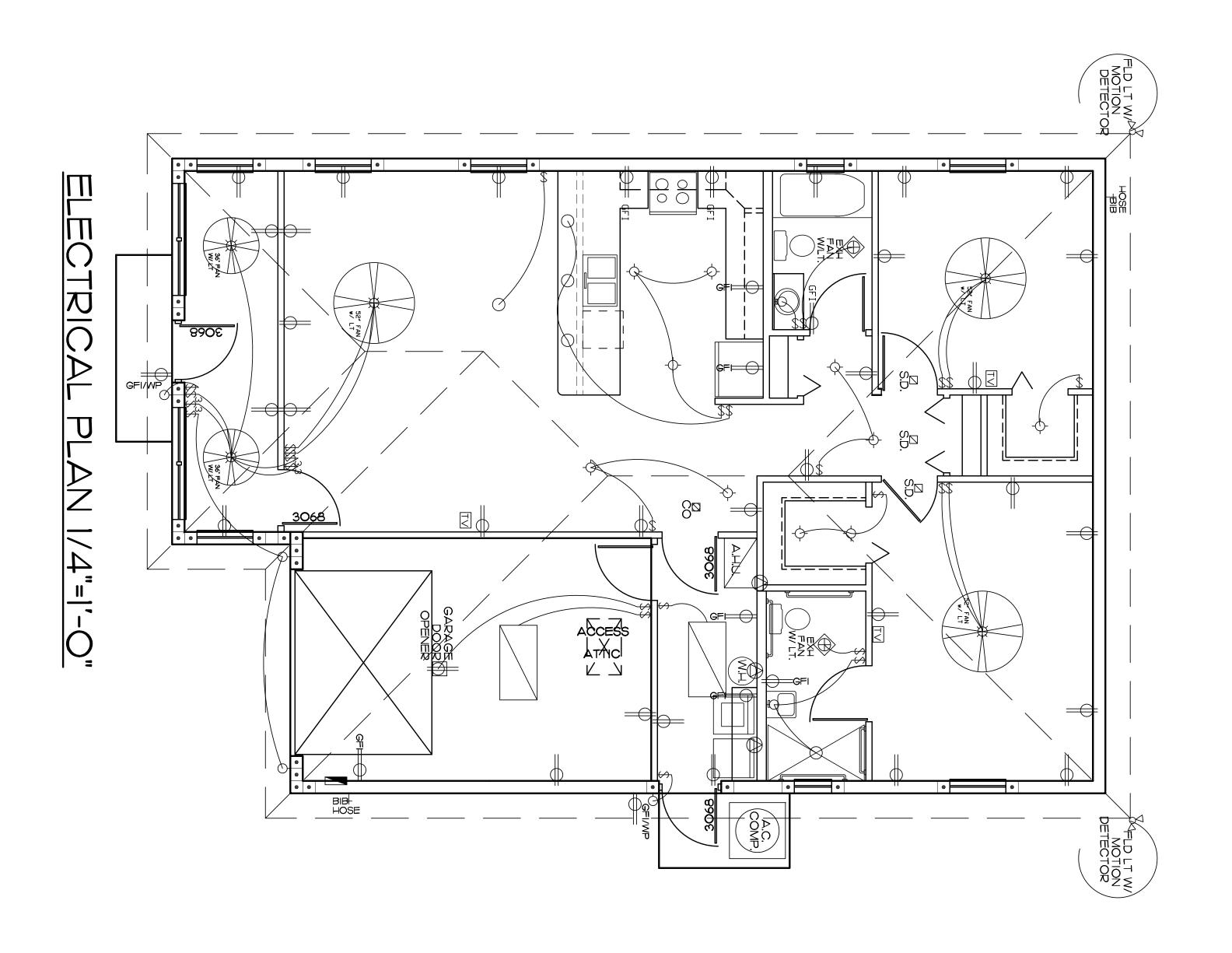
MICHAEL M. MYER, PSM LS4006 (Copyright reserved)

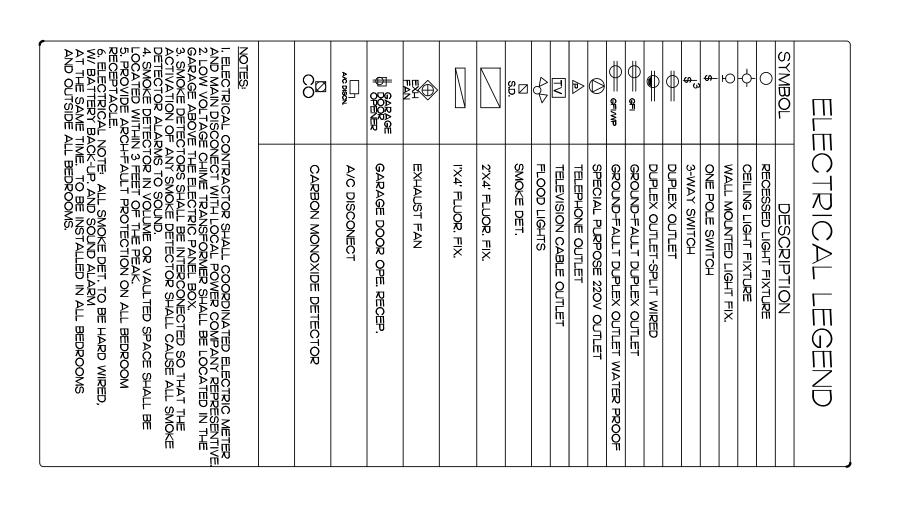
Report and map of survey are exclusively prepared for the benefit of: City of Daytona Beach

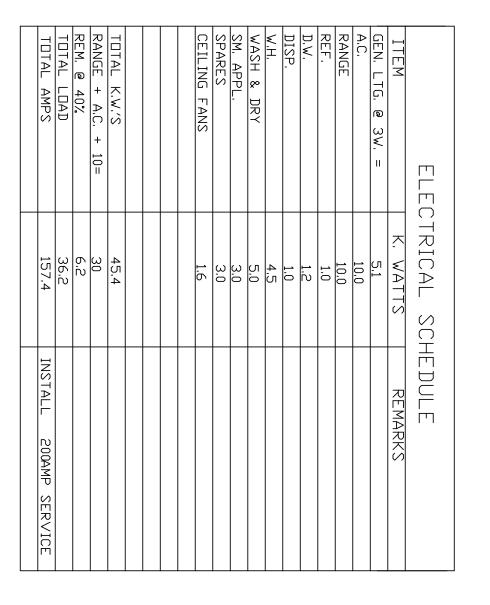
Job No. 19296 FB 338 pp 3, 4 CRD 99396

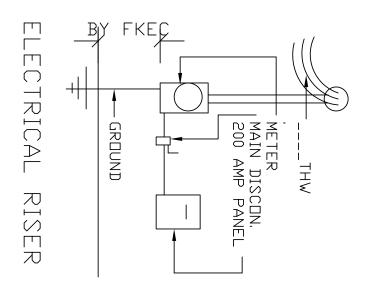












COMPUTER GENERATED DRAWING: HANDY HELPER DRAFTING & DESIGN. 386-846-2450

DUHART ULYSSES & ETHEL
332 ELLSWORTH ST.
DAYTONA BEACH, FL. 32114

CERTIFIED BY:

DAVID C. LEETE

AROOO731

HANDY HELPER DRAFTING 386-846-2450 DATE COMM NUMBER REVISED

