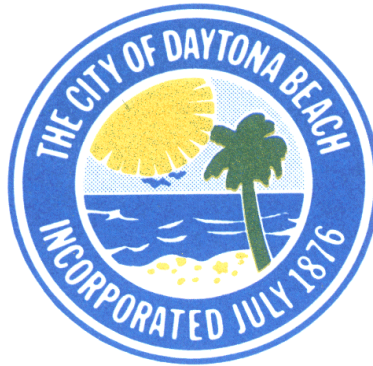


**THE CITY OF DAYTONA BEACH**

**HOME SENIOR RECONSTRUCTION #RC2864  
332 ELLSWORTH STREET - DAYTONA BEACH, FL**

**INVITATION TO BID No. 20123  
NIGP COMMODITY CODE 91223, 90923, 90954**



**THE CITY OF DAYTONA BEACH  
DEVELOPMENT SERVICES DEPARTMENT-HOUSING DIVISION  
P.O. BOX 2451  
DAYTONA BEACH, FLA. 32115**

**ISSUE DATE: October 24, 2019**

HSR Bid 6-4-19

LEGAL ADVERTISEMENT  
INVITATION TO BID

The City of Daytona Beach, Florida will receive sealed bids until 2:00 PM, November 14, 2019 at Daytona Beach City Hall, Office of the Purchasing Agent, 301 S Ridgewood Ave, Room 146, Daytona Beach, FL 32114 for:

**ITB 20123 – HSR RC2864 332 ELLSWORTH STREET DAYTONA BEACH**

Bidders may obtain copies of the Invitation to Bid at [www.codb.us/841/Purchasing](http://www.codb.us/841/Purchasing) and click Public Solicitations. The City of Daytona Beach reserves the right to reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

KIRK ZIMMERMAN, CPPB – BUYER  
CITY OF DAYTONA BEACH  
Issue date: October 24, 2019

## INVITATION TO BID

**The City of Daytona Beach, Florida**, will receive bids for the **Home Senior Reconstruction #RC2864 332 Ellsworth Street, Daytona Beach, FL Invitation To Bid No. 20123**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until 2:00 p.m., on November 14, 2019, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

**Sealed bids** must be addressed to:

Joanne Flick, Purchasing Agent  
The City of Daytona Beach Purchasing Division  
301 S. Ridgewood Ave., Room 146  
Daytona Beach, FL, 32114

with "Sealed Bid for Home Senior Reconstruction #RC2864 332 Ellsworth Street., Daytona Beach, FL, ITB No. 20123" plainly written on the outside of the envelope.

**The work** generally consists of the following:

Construction of a new home located at 332 Ellsworth Street, Daytona Beach, FL 32114, 2 bedroom, 1 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.

**Bid Documents** may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading bid documents. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. All inquiries pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

**A Non-Mandatory Pre-Submittal Conference** will be conducted on **October 31, 2019 at 2:00 p.m.** at Daytona Beach City Hall Rm 149B, 301 South Ridgewood Drive, Daytona Beach, FL 32114. Interested Proposers are *urged* to attend.

Bid Security in the amount of 10% of the total bid is required to be submitted with the bid.

**The City of Daytona Beach, Florida**, reserves the right to reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

**Bids may be held** by the City of Daytona Beach for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidders prior to awarding the contract. Contractors submitting bids to the City must comply with Article III of Chapter 30 of the Code of the City of Daytona Beach, Florida, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH  
VOLUSIA COUNTY, FLORIDA

By: Kirk Zimmerman, CPPB  
Buyer  
Issue Date: October 24, 2019

**SECTION 1. DEFINITIONS.** Certain terms used herein will have the following meanings:

D-1 City means the City of Daytona Beach, unless the context indicates otherwise, includes the City's officers, employees, and agents.

D-2 Bid or Proposal the offer or bid of a BIDDER or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

D-3 BIDDER means the successful BIDDER awarded this CONTRACT by the City; and unless the context dictates otherwise, includes BIDDER's officers, employees, and agents.

D-4 Contract means 1) the bid documents including Instructions to BIDDERS, Standard Terms & Conditions, Supplemental Conditions, and Addenda, if any 2) the bid package submitted by the BIDDER; the Resolution or Ordinance awarding the BID; 3) the form CONTRACT, if any, required by the City in order to integrate all terms and conditions herein, or in the absence of such form CONTRACT, the signed short form provided by the City for the BIDDER's execution; 4) any other documents specifically incorporated herein or by any of the documents referenced above; 5) all PURCHASE ORDERS issued pursuant to the BID Documents; and all amendments that may after the date of award be executed by the VENDOR and the City;

D-5 Contractor or Vendor, any individual or business having a CONTRACT with the City to furnish goods or SERVICES for a certain price.

D-6 Purchase Order, a written document to a VENDOR formalizing the terms and conditions of a proposed transaction.

D-7 SERVICES a VENDOR's performance to comply with promised delivery dates, specifications, and technical assistance.

END OF SECTION

## SECTION 2: INSTRUCTIONS TO BIDDERS

**THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR GENERAL SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.**

**IB-1. BID DOCUMENTS.** The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

**IB-2. COMPLETING THE BID.** In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, these extraneous documents will be discarded. Only if the City awards a contract to Bidder will the Bidder be asked to sign the form contract included in this solicitation.

C. The Bid Proposal Form and the other documents included in the Bid Package, all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kind.

I. All other submittal requirements stated herein must be met.

**IB-3. SIGNING THE BID.** The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

**IB-4. REQUESTS FOR INTERPRETATIONS.** If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth below for delivery of the completed bid. Such requests must be received prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

No oral clarification or interpretation will be binding.

**IB-5. ADDENDA TO BID DOCUMENTS.** Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any Scope of Work, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential bidders of the issuance of an Addendum. The Purchasing Agent will post Addenda on the City's official web site. The City's Purchasing web site address is <http://purchasing.codb.us>.

**However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.**

**IB-6. BID ENVELOPE.** The Bid, including the Bid Form, all required Bid Documents, must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the bid number and title of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent  
City of Daytona Beach  
Room 146  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

**IB-7. SUBMISSION OF BID.** The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

**IB-8. AMENDMENT AND WITHDRAWAL OF BID.** The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 8.

**IB-9. DISQUALIFICATION OF BIDDERS.**

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among bidders, the City will reject the bids of all participants in the collusion.

**IB-10. BID OPENING.** Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time- and date-stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

**IB-11. THE BID IS AN OFFER.** In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following bid opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Successful Bidder.

**IB-12. FEDERAL TAXES.** The Bid Price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid Price. Tax exemption certificates will be furnished upon request.

**IB-13. BID PRICE INCLUSIVE OF COSTS.** The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

**IB-14. PUBLIC RECORDS.** Sealed bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is exempt from disclosure under the public records law, the Bidder must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a

determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

**IB-15. BID OPENING RESULTS.** The Bidder may secure information pertaining to Bid Opening results by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 5:00 pm, or by emailing a request to [purchasing@codb.us](mailto:purchasing@codb.us). Copies of bid tabulation sheets will be furnished upon request and receipt of a self-addressed stamped envelope.

**IB-16. BIDDER CAPABILITY/REFERENCES.** Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

**IB-17. REVIEW; BASIS OF AWARD.** Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

**IB-18. LOCAL PREFERENCE.** The Purchasing Code provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in the Purchasing Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant the Purchasing Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

**IB-19. IDENTICAL TIE BIDS.** If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c). Please see the Drug Free Workplace form incorporated into this Invitation.

**IB-20. RIGHT TO ACCEPT OR REJECT BIDS.** The City will reject bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.



**IB-21. CRA MAY AWARD CONTRACT AND AUTHORIZE EXPENDITURES UNDER CONTRACT.** If the funds to be used to pay for the work or materials solicited are from redevelopment trust funds, contract award may be made by the City of Daytona Beach Community Redevelopment Agency (CRA) instead of the City. In this instance, the CRA, instead of the City, may be party to any written contract required to be executed by the Successful Bidder; all required insurance, performance and payment bonds, will be written in favor of the CRA in addition to or in lieu of the City; and any references to the City in the Invitation to Bid, these Instructions, or the Bid Documents will be deemed to refer to the CRA as logic dictates.

In addition, if the funds used to pay for a portion of the work or materials solicited are from redevelopment trust funds after contract award, the authorization to expend such funds may be provided by the CRA instead of the City.

**IB-22. CONTRACT DOCUMENTS.** The draft Contract that will be executed by the City and the successful Bidder is included in these Bid Documents. The Contract will include, by attachment or by reference, the Bid Documents (including Addenda and Standard Terms and Conditions), the Bid Package submitted by the successful Bidder, the Resolution or Ordinance awarding the bid, any purchase orders requisitioning goods pursuant to the Contract, and any amendments that may after the date of award be executed by the Contractor and the City. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth in this Contract.

**IB-23. PURCHASE ORDERS.** All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order any other with provisions of the Contract Documents, the other provisions of the Contract Documents shall control.

**IB-24. PUBLIC ENTITY CRIMES.** Any party submitting a bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the bid/proposal. The form is included on the bid proposal pages of the Bid Documents. All blank spaces in the Form must be completed.

**IB-25. COMPLIANCE WITH LAWS.** The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

The Successful Bidder must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

The Successful Bidder will protect and indemnify City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the Successful Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of bid submittal. Required licensure must be maintained in full force and effect during the contract term.

**IB-26. MAINTENANCE OF LICENSES.** The Bidder will maintain all required licenses in full force and effect during the contract term.

**IB-27. BIDDER RESPONSIBILITY FOR PREPARATION COSTS.** Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

END OF SECTION.

### **SECTION 3: GENERAL PROVISIONS**

#### **GP-1. COMPENSATION AND PAYMENTS; LIMITATIONS**

A. Unless the Bid Schedule specifically provides for reimbursement of expenses, the compensation described herein will be VENDOR's sole compensation for the SERVICES to be provided. VENDOR will be solely responsible for all of costs VENDOR incurs in meeting its obligations herein.

**B. UNIT PRICING AND QUANTITIES.** If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid, firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

**GP-2. BILLING; MANNER OF PAYMENT.** In addition to requirements for payment established by applicable federal, state, or local law including the CITY Code, payment terms will be paid in accordance with the local government prompt payment act:

**GP-3. STANDARD OF PERFORMANCE.** VENDOR's SERVICES will at a minimum meet the level care and skill ordinarily used by members of VENDOR's profession performing the type of SERVICES provided herein within the State of Florida.

**GP-4. RELATIONSHIP BETWEEN PARTIES.** This CONTRACT does not create an employee-employer relationship between the CITY and VENDOR. VENDOR is an independent VENDOR of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent VENDOR, VENDOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this CONTRACT; and VENDOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. VENDOR will also be responsible for the performance of VENDOR's subcontractors

**GP-5. DOCUMENTS.** All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by VENDOR during the term of and in accordance with the provisions of this CONTRACT will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required, or upon termination or expiration of this CONTRACT.

#### **GP-6. PUBLIC RECORDS.**

A. To the extent applicable, VENDOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

1 Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

2 Upon the request of the CITY Clerk of the CITY, (i) providing the CITY Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

3 Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this CONTRACT, and following such completion if VENDOR fails to transfer such records to the CITY.

4 Upon completion of this CONTRACT, keep and maintain public records required by the CITY to perform the service. VENDOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, VENDOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023  
(Email) clerk@codb.us  
(Address) 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

B Nothing herein will be deemed to waive VENDOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

#### **GP-7.TERMINATION OF CONTRACT.**

A. The CITY may by written notice to VENDOR terminate this CONTRACT, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the VENDOR to fulfill its contractual obligations.

1.Before terminating for convenience, CITY must provide VENDOR at least 30 day's advance notice of termination. This CONTRACT will terminate automatically and without need for further notice upon the expiration of the notice period.

2.Except as provided in Section 10(a)(3), before terminating due to VENDOR's material breach of its contractual obligations, CITY must provide VENDOR prior written notice, specifying the breach and demanding VENDOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This CONTRACT will terminate automatically and without need for further notice if VENDOR fails to remedy the material breach within the period described in the CITY's notice of breach.

3. The CITY may terminate this CONTRACT upon VENDOR's breach without providing VENDOR an opportunity to remedy the breach as referenced immediately above, if VENDOR or any of VENDOR's personnel, in connection with the SERVICES or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing VENDOR written notice.

B. If the termination is for convenience, VENDOR will be paid compensation for authorized SERVICES performed to the date of termination. If termination is due to VENDOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the VENDOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

C. If after notice of termination for the VENDOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the VENDOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to VENDOR will be made as provided in 7(b) for a termination for convenience.

D. The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this CONTRACT.

E. Subject to Odebrecht Constructions, Inc., vs Prasad and Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation and their progeny, this paragraph applies to any contract for series or items of \$1 million or more. Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. City may terminate this Contract at the City's option if Vendor is found to have submitted a false certification as provided under subsection (5) of , or been placed on the Scrutinized Companies §287.135, Fla. Stat., as may be amended or revised or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised.

**GP-8. SUSPENSION OF SERVICES.** The CITY may suspend VENDOR's SERVICES if the notice of material breach provided pursuant to Section 7(a)(2) so directs. The CITY may also suspend VENDOR's SERVICES in lieu of termination, under the conditions set forth in Section 7(a)(3), by providing VENDOR written notice of suspension. VENDOR will suspend activities immediately upon receipt thereof; and in such instance VENDOR's rights to provide SERVICES referenced herein will also automatically be suspended for the period of such suspension.

**GP-9. SEVERABILITY.** If one or more of the provisions contained in this CONTRACT will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this CONTRACT, and this CONTRACT will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**GP-10. CITY'S RESPONSIBILITIES.** The CITY agrees to make available for review and use by the VENDOR, reports, studies, and data relating to the SERVICES required. The CITY will establish a project manager to meet periodically with the VENDOR to facilitate coordination and ensure expeditious review of work product.

**GP-11. LIMITATION ON WAIVERS.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the SERVICES provided by VENDOR, will be construed to operate as a waiver of the CITY's rights under this CONTRACT. VENDOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the VENDOR's negligent or wrongful provision of any of the SERVICES furnished under this CONTRACT.

Failure of the CITY to exercise any right or option arising out of a breach of this CONTRACT will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will

not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

**GP-12. DISPUTE RESOLUTION.** If a dispute exists concerning this CONTRACT, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

A. Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

B. Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this CONTRACT prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a CONTRACT interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**GP-13. GENERAL TERMS AND CONDITIONS.**

A. **Amendments.** Except as otherwise provided herein, no change or modification of this CONTRACT will be valid unless the same is in writing and signed by both Parties.

B. **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

C. **Compliance with Laws and Regulations.** In providing all SERVICES pursuant to this CONTRACT, VENDOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such SERVICES including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this CONTRACT and will entitle the CITY to terminate this CONTRACT immediately upon delivery of written notice of termination to the VENDOR.

D. **Truth in Negotiations Certificate.** VENDOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this CONTRACT.

E. **No Third Party Beneficiaries.** There are no third party beneficiaries of VENDOR's SERVICES under this CONTRACT.

**F. Contingency Fee.** VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT.

**G. Nondiscrimination.** VENDOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. VENDOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, VENDOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, VENDOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

**H. Principles in Construing CONTRACT.** This CONTRACT will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this CONTRACT and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this CONTRACT. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

**I. Venue.** The exclusive venue for any litigation arising out of this CONTRACT will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

**J. Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this CONTRACT, each party will bear all of its litigation costs, including attorney's fees.

**K. Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

**L. Failure to Enforce.** Failure by the CITY at any time to enforce the provisions of this CONTRACT will not be construed as a waiver of any such provisions. Such failure to enforce will not affect the validity of the CONTRACT or any part thereof or the right of the CITY to enforce any provision at any time in accordance with its terms.

**M. Non-Exclusive Contract.** Award of this CONTRACT will impose no obligation on the part of the CITY to use the successful BIDDER for all work of this type that may be required during the CONTRACT period. This is not an exclusive CONTRACT. The CITY specifically reserves the right to concurrently CONTRACT with other companies for similar work if the CITY deems such action to be in the CITY's best interests. In the case of multiple TERM CONTRACTs, this provision will apply separately to each item.

END OF SECTION

## SECTION 4: INDEMNIFICATION & INSURANCE REQUIREMENTS

### IR-1. INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold harmless the City of Daytona Beach, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the engineering and construction contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

B. CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

C. For purposes of the obligations stated in this Article, references to the CITY include the CITY's officers, employees, and agents.

D. CONTRACTOR's obligations under this Article are made without regard to the availability of insurance of the CITY or the Engineer/Architect.

**IR-2. SUBMISSION OF INSURANCE.** The Successful BIDDER must submit any required insurance on or before submission of the signed CONTRACT or prior to issuance of a notice to proceed.

**IR-3. INSURANCE** CONTRACTOR will purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

1. **Workers' Compensation Insurance** – As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR 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 limits of not less than \$500,000 per accident. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

2. **Liability insurance – Including Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, collapse and underground, and personal injury on an "occurrence" basis, insuring the CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the Work; and **Automobile Liability coverage** insuring 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 CONTRACTOR at the project site or in any way connected with the Work.

The limit of liability will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

3. **Builders' Risk** - The CONTRACTOR is required to maintain Builders Risk Insurance on an "all risk" basis, including but not limited to the completed value basis on the insurable portion of the work for the benefit of the CITY, the CONTRACTOR and subcontractors as their interests may appear. The CITY, the CONTRACTOR and any subcontractor insured therein waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance obtained pursuant to this paragraph.

4. **Professional Liability** Insurance, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting tail beyond the annual expiration date of the policy).

**Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer will waive its rights of subrogation, if any, against the CITY on of the above-listed required insurance.**

**B. Subcontractors' Insurance.** Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above based on the services they will provide to the project.

**C. Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence Work until all required insurance has been approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard and the expiration dates.

Upon request of the Risk Manager, CONTRACTOR will also provide the CITY copies of the insurance contracts referenced by the certificates.

**D. Cancellation and Replacement.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to expiration or termination of this Contract. If such insurance terminates without CONTRACTOR's prior knowledge, immediately upon becoming aware of such termination CONTRACTOR will provide notice to the City's Risk Manager at P.O. Box 2451, Daytona Beach, Florida 32115-2451.

The CITY reserves the right to suspend any or all of the Work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.



**E. Termination of Insurance.** CONTRACTOR will not cancel any required insurance coverage until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR is authorized to cancel the insurance and the effective date of such authorization. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

The liabilities of CONTRACTOR under this Contract will survive and not be terminated, reduced, or otherwise limited by any expiration, exclusion, limitation or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor will relieve the CONTRACTOR or its sub-contractors from responsibility to provide insurance as required by the contract.

END OF SECTION

## **SECTION 5: SPECIAL PROVISIONS**

**SP-1:** Requirements for payment bonds and performance bonds are waived for this contract.

### **SP-2. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS**

Minimum Qualifications. In order to be considered qualified to perform the requested Services, the Bidder must have all required permits, must have an active, permanent, and successful operation within the State of Florida for a minimum of three years prior to the date of submission of Bids, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested Services.

### **SP-3. DEMOLITION RETRACTION**

Any reference to demolition of existing structure at 332 Ellsworth is hereby retracted. Demolition is not included in the bid and will be done by an outside Contractor.

END OF SECTION

# BID PROPOSAL FORM

## ITB #: 20123

TO THE MAYOR AND COMMISSIONERS  
THE CITY OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by \_\_\_\_\_  
(insert BIDDER's full legal name; include D/B/A if applicable)

Business Address: \_\_\_\_\_  
(include P.O. Box/street address, city, state and zip code)

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
(include area code) (include area code)

Business Email: \_\_\_\_\_  
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the facilities where the services are to be performed and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER has thoroughly examined the Contract Documents and that BIDDER is sufficiently knowledgeable of the services to be performed.
3. That, pursuant to and in compliance with the Bid Package, including all Contract Documents, the BIDDER hereby agrees to furnish all labor, materials, and equipment required to perform the services in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. That BIDDER agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents
5. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the BIDDER will be entitled to payment based upon the services performed and accepted, as specified in the Contract Documents,

**BID PROPOSAL FORM, cont.**

6. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

(*list any additional Addenda by number and date*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. That BIDDER has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.

8. That this Bid is an offer, and may be accepted by the City's issuance of a Contract to the BIDDER. BIDDER will be fully bound by all contractual terms and conditions set forth herein; provided, however, that if the Bid Documents call for alternative bids any alternative bids not specifically accepted the City in the notice of award will not be a part of the Contract.

***(Remainder intentionally left blank)***

**BID PROPOSAL FORM, cont.**

9. That BIDDER is (*mark the appropriate box and include the additional information, as applicable*):

- ☐ An individual person/sole proprietor
- ☐ A Florida corporation/ limited liability company
- ☐ A foreign corporation/limited liability company authorized to do business in Florida\*  
\_\_\_\_\_ (specify state of incorporation/formation)
- ☐ A Florida limited partnership
- ☐ A foreign limited partnership authorized to do business in Florida\*  
\_\_\_\_\_ (specify state of incorporation/formation)
- ☐ A general partnership (provide partner names on separate, signed sheet of paper)
- ☐ A joint venture\*\*
- ☐ Other \_\_\_\_\_ (specify, including type of entity)

\* (*If BIDDER is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida*)

\*\* (*provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.*)

10. That the name, title, mail address, cell phone and email address of the person who will serve as the Designated Representative of BIDDER if the contract is awarded to BIDDER, is as follows:

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In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

**BID SCHEDULE**  
**Home Senior Reconstruction**  
**332 Ellsworth Street, Daytona Beach, FL**  
**ITB NO. 20123**

| Description                                                                                        | Lump Sum |
|----------------------------------------------------------------------------------------------------|----------|
| Lump Sum Cost to construct home located at 332 Ellsworth Street as described in the bid documents. | \$       |

Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

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

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

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

- (1) He is \_\_\_\_\_ of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: \_\_\_\_\_

*(Signature)*

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

Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires: \_\_\_\_\_

## LOCAL VENDOR AFFIDAVIT

*Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.*

*A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.*

NAME OF BIDDER: \_\_\_\_\_

LOCAL BUSINESS ADDRESS (*street address being used to claim Local Preference, including. zip code*):  
\_\_\_\_\_

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since \_\_\_\_\_.

*(Insert date)*

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

\_\_\_\_\_  
Signature (*Must be same person as person signing the Bid Proposal*)

\_\_\_\_\_  
Print Name/Title

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires: \_\_\_\_\_

**The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.**



**CERTIFICATION OF COMPLIANCE  
WITH  
AFFIRMATIVE ACTION PROGRAMS**

The Bidder [ ]has [ ]has not developed and [ ]has [ ]has not) on file at each establishment, Affirmative Action Programs pursuant to Executive Order 11246.

The Bidder [ ]has [ ]has not participated in a previous contract or subcontract subject to Executive Order 11246.

The Bidder [ ]has [ ]has not filed with the Joint Reporting Committee, the Director or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Date \_\_\_\_\_, 20 \_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

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

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES  
CERTIFICATION FORM**

The Bidder hereby certifies that in accordance with the Article III of Chapter 30 of the City Code, a good faith effort has been made to contact the following minority and women owned business enterprises:

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SIGNATURE: \_\_\_\_\_

NAME: TYPED \_\_\_\_\_

The Bidder further certifies that of the minority and women owned business enterprises contacted, he was unable through a good faith effort to obtain any minority or women owned business enterprise to work on this project.

SIGNATURE: \_\_\_\_\_

NAME TYPED \_\_\_\_\_

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE OFFICER  
CERTIFICATION FORM**

I, \_\_\_\_\_, certify that  
Name of Executive Officer

\_\_\_\_\_ has been named Minority  
Name of MBE Officer

and Women Owned Business Enterprise Officer for \_\_\_\_\_

\_\_\_\_\_ Company [ ] Corporation [ ]

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

\_\_\_\_\_

## **DRUG-FREE WORKPLACE CERTIFICATION**

**IDENTICAL TIE BIDS:** - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business shall:

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

---

(Signature)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ (Type of identification)

Notary Public - State of \_\_\_\_\_

By: \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of Notary Public)

Form PUR 7068 (Rev. 06/18/92)

## OSHA SAFETY STANDARD CERTIFICATION

The Bidder will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P. and Chapter 90-96 Florida Statutes.

Name of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

Date: \_\_\_\_\_

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with OSHA Safety Standard is as follows:

|                      | <b><u>No. of<br/>Units</u></b> | <b><u>Unit of<br/>Measure</u></b> | <b><u>Unit<br/>Cost</u></b> | <b><u>Total</u></b> |
|----------------------|--------------------------------|-----------------------------------|-----------------------------|---------------------|
| 1. Trench Excavation |                                | L.F.                              | \$                          | \$                  |
| 2. Sheeting/Shoring  |                                | S.F.                              | \$                          | \$                  |

Bidder: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



## STANDARD TERMS AND CONDITIONS

1. **Right to Terminate.** The City will have the right to terminate this Contract immediately and without notice if Contractor materially breaches its obligations hereunder.
2. **Temporary Suspension of Operations.** In addition to the City's other remedies hereunder, whenever the Public Works Director determines that a material breach by Contractor poses an imminent threat to the public health, safety, or welfare, or poses a substantial threat that the City's permit will be revoked or suspended, the Director is authorized to temporarily suspend Contractor's performance of this Contract and to remove Contractor and Contractor's employees from the landfill during such suspension. The Director will attempt to give Contractor notice within a reasonable time after such suspension.
3. **Severability.** If one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, and this Contract will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
4. **Governing Law.** This Contract will be governed by the laws of the State of Florida.

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**HSR RC2864, 332 Ellsworth Street, Daytona Beach, FL 32114**

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**Agreement for Reconstruction/Rehabilitation**

## **SCOPE OF WORK**

332 Ellsworth Street, Daytona Beach, FL 32114

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 Funds.

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, 1 bath, 1 car garage concrete block house.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
HOUSING REHABILITATION QUALITY STANDARDS  
Revised 6/30/99**

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## **GENERAL SPECIFICATIONS**

1. Scope of the work shall include all labor, materials, equipment, permits, drawings (if any) and services necessary for the proper completion of the rehabilitation of the property identified in the Work Write-Up.

2. The Work Write-Up shall take precedence over this standard Specification; and when in conflict, the material, equipment and workmanship called for in the Work Write-Up will be required.

3. The Drawings of floor plans, if any, are diagrammatic only, illustrating the general intention of the owner; they do not show all of the work required, exact dimensions, or construction details.

4. Workmanship shall be done in accordance with the standards of the several trades known as a "workman like manner."

**NO WORK WILL BE ACCEPTED THAT DOES NOT CONFORM WITH WORKMANSHIP. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARDS OF ALL TRADES AND THIS WORK IS TO BE DONE IN A "WORKMAN LIKE MANNER."**

5. Repairs shall be made to all surfaces damaged by the Contractor resulting from his work under this Contract at no additional cost to the owner.

6. Applicable laws and regulations of Federal, State, Volusia County, and the City of Daytona Beach shall be compiled with. In case of conflict, the most stringent requirement shall apply.

7. Quantities and location will be indicated in the Bid Specifications Sheets.

8. No substitutions for any item listed in the specifications will be accepted unless approved in writing by the Rehabilitation Manager.

9. When rehabilitation work is in progress, the Contractor will not be paid for any work deviating from specifications unless approved in writing by property owner and Rehabilitation Manager.

10. The General Contractor shall be held responsible for the Execution of this work in accordance with the true intent of the drawings, write-up, or specifications, which is to complete a first class job and furnish all labor and materials required whether or not each and every item is specifically mentioned.

11. All materials furnished shall be new and without any indication of damage or breakage. If usually packaged, shall be brought to job in original unbroken containers.

12. Brand names mentioned together with the phrase "or equal" indicate that other makes of equal quality and suitability may be used. The Rehabilitation Manager reserves the sole right to decide equality of materials.

13. Materials not specified, but required, shall be the best adapted to the purpose.

14. Installation of any materials or products shall be in accordance with the manufacturers directions and specifications.

## **INSPECTIONS:**

All electrical, plumbing, mechanical, and structural inspections must be made by proper City Building Inspectors. In the normal way they want inspections (uncovered and plain view). The responsibility of calling the License and Inspection Division to approve rough-ins, electrical, and plumbing is the Contractors. Also, on any final payment request, please indicate that all necessary inspections have been completed.

### **Detailed Quality Standards**

#### **1. Concrete – General Specifications**

These general specifications are mandatory where applicable:

- a. No concrete is to be placed over grass, roots or foreign material.
- b. All reinforcing shall be free of scale, rust or coatings that reduce concrete bond.
- c. All reinforcing rods shall be as designated by the Southern Standard Building Code.
- d. Fill dirt shall be clean and free of deleterious material.
- e. All materials used for concrete forms shall be removed after concrete has set. Voids in exposed concrete surfaces will be filled with cement paste and dressed smooth.

#### **2. Piers – Bases**

Piers shall be solid, one-piece, reinforced concrete (2,500 p.s.i.) minimum dimension 8" x 8" x 16" C.M.U. per Southern Standard Building Code. Height equal to distance from bottom of joist or sill to existing ground surface. Piers to be 8' o.c. with termite shields.  
Bases shall be minimum 10" thick concrete (2,500 p.s.i.) 20" x 20" or larger with two (2) #5 bars each way. Bases must be set on firm soil below existing ground level.

#### **3. Steps**

##### **a. Precast**

Steps shall be standard size, placed over concrete slab, 4' x 4' x 4".

##### **b. Hollow Poured**

Steps shall be formed and poured over 8" x 16" footer. Wall thickness shall be minimum 4".

##### **c. Frame**

Steps shall be P.T. 2" x 12" Stringer, 1" x 8" Riser, 2" x 12" P.T. Tread.

##### **d. Others**



Any other type steps not listed will be written in detail on Bid Specifications.

#### 4. Footings

Footings shall be minimum 2,500 p.s.i. reinforced concrete. Reinforcing steel shall be deformed 20,000 p.s.i. minimum lap of 30 bar diameters. Footing reinforcement shall have a minimum concrete coverage of 3" on bottom and sides. Form work shall be used when existing soil is not sufficiently firm to retain concrete pour. No concrete shall be poured over grass, roots, or foreign material. Chairs for rods.

#### 5. Masonry Walls

Masonry walls shall be nominal 8" x 8" x 16" hollow masonry block laid with full mortar bedding in a running bond.

#### 6. Concrete Slab

All concrete slabs shall be minimum 4" thick, 2,500 p.s.i. concrete. Reinforcing shall be 6" x 6" No. 10/10 welded wire. No concrete is to be place on grass, roots or foreign matter. All back fill shall be will tamped and level before placing of concrete. Top of slabs poured on existing grade shall be minimum of 4" above surrounding soil.

#### 7. Carpentry – General Specifications

These general specifications are mandatory where applicable:

- a. All wood or lumber in contact with concrete, earth or within 12" of ground shall be pressure treated.
- b. Furring strips applied to masonry shall be 1" x 2" pressure treated No. 2 yellow pine or equal.
- c. All structural timbers shall be No. 2 yellow pine.
- d. Exterior exposed wood work; Spruce or equal.
- e. All studs shall be stud grade or equal.
- f. Interior wood work and trim; Ponderosa pine or clear, shop grade pine or equal.
- g. All studs shall be 16" o.c. All load bearing stud walls shall have double top plates.

#### 8. Floor Framing

All new or replaced floor joists shall be supported at their extreme ends by either 2" x 2" ledger or metal joist hanger. Toe nailing only will not be acceptable. No splicing of floors joists between supports will be permitted.

Remove deteriorated floor joists and replace with new joists of No. 2 Southern pine, or pressure-treated, minimum size per code.

#### 9. Wall Framing Specifications

Unless plywood sheathing is used, new corner posts on exterior wooden walls shall be diagonally braced with 1" x 4" on both sides at a 45 degree angle. New studs in existing or new walls shall be spaced on 16" centers. All load bearing stud walls shall have double top plates. All headers over door and window openings shall be doubled.

## 10. New Stud Wall

Build a new stud wall as described in specifications. Studs shall be nominal 2" x 4" on 16" centers. Sole plates shall be pressure treated if laid on masonry or concrete.

## 11. Roof Framing – General Specifications (Rafters)

All damaged or deteriorated rafters shall be removed entirely. No splicing of any rafter will be permitted. When rafter tails are to be replaced, they shall be cut back flush with exterior siding. New rafter tails shall be of same dimension as the old and attached to end of existing rafter by toe nailing and nails driven through roof sheathing from top side.

Collar Ties shall be installed on all new rafters. Ties shall be 1" x 6" pine or fir and located in the middle third of the rafter length.

All saw cuts on roof framing and rafters shall be to the line and closely fitted.

## 12. Roof Framing – General Specifications

When ridge board is to be installed, it shall be a minimum of 1" in thickness and not less in depth than the cut end of the rafters it joins.

Ceiling Joists and rafters shall be nailed to each other where possible. Ceiling joists shall be continuous or joined together over a partition to provide a continuous tie across the building.

Plywood sheathing shall be minimum 4' x 8' x 1/2" thick with butt clip between rafters when on 24" centers. Solid sheathing shall be nominal 1" x 12", strip sheathing shall be 1" x 4" on 12" centers. All end joints shall be made over rafter. Sheathing supporting barge or trim rafter shall extend back onto roof minimum of 4".

When replacing a fascia board, its length shall be sufficient to reach a minimum of 3 rafter ends.

## 13. Flooring – Repair

All damaged, loose or broken sub-flooring shall be repaired or replaced before installation of a finished floor. Spot repairing of existing tongue and groove flooring shall be made so that end joints occur over a floor joist. Adjacent end joints shall be staggered. Replaced flooring shall match existing in size, quality, and finish, unless otherwise specified.

Flooring or floor covering, when repairing, shall extend into closets and storage areas.

3/4" exterior grade plywood or an approved substitute when underlayment or floor covering is to be applied. Interior plywood with exterior glue also acceptable.

Replaced Shoe Mould – When necessary to remove existing shoe mould in order to repair damaged flooring, new shoe mould shall be installed and finished to match existing shoe mould.

## 14. Underlayment

Underlayment shall be hardboard or plywood labeled and guaranteed as underlayment grade by manufacturer. Thickness shall be as designated.

When replacing a floor and using a pressboard or plywood, you do not need an underlayment on top of it. Only fill any cracks between boards and holes with a hard filler such as water putty.

## 15. Plywood Flooring and Repairs

### a. Replacing with New

Replacement shall be  $\frac{3}{4}$ " exterior grade plywood. End joints shall be staggered and occur over floor joist. Interior plywood with exterior glue also acceptable.

b. Sub-Flooring

Sub-Flooring shall be the same as above, or substitute of 1" x 8" or 12" flooring, diagonal application. End joints to occur over floor joist.

16. Floors – Sand and Varnish

To be sanded, apply wood filler where needed, sealed, & two coats of varnish.

NOTE: Replace exceptionally damaged boards.

17. Exterior Flooring

Tongue and groove flooring for exterior porches or enclosed utility rooms shall be 1" x 4" "C" grade or better. When the width of an existing wooden porch is 9' or less, flooring shall extend from main body of structure to outer extremity of porch. No splicing will be permitted when the width of an existing wooden porch is more than 9' one splice per run will be permitted, provided the spliced flooring is 4' or more in length. Adjacent end joists in runs of flooring must be staggered.

18. Oak Flooring

Install Oak Flooring in indicated rooms. Flooring shall be  $2\frac{5}{32}$ " x 2  $\frac{1}{4}$ ", end matched, tongue and groove, (select red oak-select white oak) sanded, sealed, two coats of varnish and waxed. New floors shall be complete with new shoe mould finished to match floor.

19. Pine Flooring

Install pine flooring in indicated rooms. Flooring shall be nominal 1" x 4", tongue and groove, "C" grade pine, sanded, sealed, two coats of varnish. New floors shall be completed with new shoe mould as designated by owner.

20. Floor Covering

- a. Vinyl tile  $\frac{3}{32}$  thick or equal.
- b. Sheet vinyl .090 gauge or equal.
- c. Carpet - Jute or Olifin backing only.
- d. Pad high density  $\frac{9}{16}$  or equal.

All floor covering shall be applied over existing floors or over a suitable felt covering if necessary.

21. Floor Covering – Tile

Install underlayment grade hardboard  $\frac{1}{4}$ " thick. Over underlayment install indicated tile using adhesive recommended by manufacturer. When installing new floor covering, shoe mould shall be replaced with new shoe mould, finished with 2 coats of paint or varnish as designated by owner.

22. Floor Covering – Sheet Vinyl

Install underlayment grade hardboard  $\frac{1}{4}$ " thick. Over underlayment install indicated sheet vinyl laid in strict compliance with manufacturer's specifications. When installing new floor covering, all shoe mould shall be removed and replaced with new mould finished with 2 coats of paint or varnish as designated by

owner. When installing sheet vinyl or floor tile over any type of tongue and groove flooring, remove any high spots or curled flooring by sanding or other means. Apply ¼" underlayment grade hardboard, nailed tight to the floor and fill all seams with a hard filler such as water putty.

### 23. Base and Shoe Moulding

- a. Vinyl Base Moulding
- b. Shoe Moulding
- c. Square Cut Base Moulding
- d. Standard to Match Existing

### 24. Veneer Plaster

On existing wallboard, fill holes and cracks with non-shrinking filler. Apply stain retardant as needed. Apply bonding agent and veneer plaster (rough or smooth texture). Finished surface shall be uniform in texture and color.

### 25. Wall Finish – Plaster/Drywall

Rake cracks clean, remove loose plaster or drywall and fill with patching plaster. New repair shall be struck level with surrounding surface and finish to match existing walls.

### 26. Wall Finish - Drywall

Walls shall be ½" drywall, bedded and sanded smooth. Sheetrock shall be butted to existing square cut base board; any existing base board, window or door trim not adaptable to butting of sheetrock, shall be reduced to square cut, removed and reinstalled, or replaced with new trim over sheetrock. Latex base paint to be added to texture coat.

When installing new sheetrock in conduction with new windows, trim shall be eliminated and sheetrock returned to windows using metal or plastic corner bead. Install marble sills.

All openings without doors shall be finished with metal corner bead or cased with Ponderosa Pine or better.

### 27. Wall Finish – Dry Wall Over Furring Strips

Walls shall be ½" sheetrock, taped, bedded, and sanded, installed over 1" x 2" furring strips 16" on center. Base any existing base board, window or door trim shall be removed and reinstalled or replaced with new trim over sheetrock. Latex base paint to be added to texture coat.

### 28. Wall Finish – Paneling

Paneling shall be of the quality called for on Bid Specifications or equal. Installation shall include matching inside corner trim, outside corner trim, window and door trim, cove moulding and base trim. When installing in conjunction with windows, paneling shall return to windows, and imitation marble or tile sills. Method of installation shall adhere to manufactures recommendation.

### 29. Wall Finish – Ceramic Tile Thick Bed

Remove existing material on indicated walls and replace with ceramic tile using thick-bed method over wire lath. Trim edges with bullnose tile. Wall tile shall be standard grade 4" x 4" x ¼".

### 30. Wall Finish – Ceramic Tile – Thin Set

Apply Ceramic Tile on new waterproof drywall or existing drywall, remove existing material on indicated walls and replace with Ceramic Tile using thin-set method on waterproof drywall. Trim edges with bullnose tile. Wall tile shall be standard grade 4" x 4" x 1/4".

#### 31. Six Piece Ceramic Fixture Set

Set shall include paper holder, toothbrush holder, two (2) towel bars, soap dish, and grab bar.

#### 32. Grabbars

Install 24" x 1 1/2" stainless steel grabbar vertically in tub area with solid wood backing.

#### 33. Ceiling Finish – Drywall

Ceiling shall be 1/2" sheetrock taped, bedded and sanded. Latex paint shall be added to Texture Coat. Drywall shall be applied directly to existing ceiling.

#### 34. Drop Ceiling – Drywall

Ceiling shall be 1/2" sheetrock, taped, bedded and sanded. Latex Paint shall be added to Texture Coat. New ceiling shall be installed over new 2" x 4" ceiling joist spaced 16" on center. New ceiling joist shall be fastened to existing ceiling joist to prevent sagging.

#### 35. Ceiling Finish – Popcorn (Spray Textured)

Spray Textured Ceiling shall be applied with "Aristex Spray Texture" or equal. It shall be mixed per manufactures instructions. The material shall be applied with proper equipment and at the spread rate indicated in the printed bag instructions or Data Sheets. All work shall be done in a workman like manner.

#### 36. Ceiling Finish – Suspended Grid

Install Suspended Grid System per Manufacturers Specifications. Install drop in ceiling tiles per Manufacturers Specifications. All trim pieces shall be cut to fit properly. Tiles shall be washable & Reflective, Scotts #12458 or equal.

#### 37. Ceiling Finish – Repair

The repaired area shall conform to rest of ceiling and be finished in a good workmanship like manner.

#### 38. Scuttle Holes

Shall be installed in area indicated on Bid Specifications (size 22" x 36") and trimmed to conform to existing moulding.

#### 39. Doors – Repair

Repairs shall include filling holes and cracks and replacing hardware including lockset and hinges. Exterior door repairs shall include new stop with weather-stripping and aluminum threshold. Door shall operate properly. Refinish per quality standard #76.

#### 40. Doors

New doors shall include new hardware including hinges, striker plates, locksets and door bumpers. New exterior doors shall also include aluminum thresholds and weather-stripped doorstops complete with peepholes.

When installing or repairing doors, contractor shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces.

a) Exterior Doors – Exterior doors shall be 1 ¾" flush, solid core, Luan doors with three (3) butt jambs, or prehung steel 6 panel. Finish shall include one oil based primer coat and two oil based finish coats including all edges.

b) Exterior Jambs – Jambs shall be of 2 x material, pressure-treated or fir. Install new casings to match existing moulding.

c) Interior Doors – Interior doors shall be 1 3/8" flush, hollow core, Luan. Finish shall include one primer and two finish coats including all edges.

d) Garage Doors – New as specified. Install per Manufacturer's Specifications.

e) Locksets – Locksets shall be Kwik-set Lever Handle.

f) All Doors with stain finish shall be varnished (2) coats.

#### 41. Aluminum Screen Door

Screen door shall be P.H. Aluminum. Complete with aluminum screen wire, mechanical closer, bottom panel screen guard and bug sweep. (color per owner)

#### 42. Wood Screen Door

Screen door shall be wood, 2 panel, 1 1/8", complete with aluminum screen wire, mechanical closer, mortised lock, bottom panel screen guard & bug sweep. Finish with one coat oil based primer and two oil based finish coats including all edges.

#### 43. Window – Repair

Repairs shall include scraping all loose and peeling paint from sashes, frames, casings and sills. Prime and paint with one oil based coat. Replace cracked or defective window panes. Remove loose, deteriorated glazing and reglaze. Replace deteriorated sash cords with chains or cords. Replace defective window locks. Windows shall operate properly.

#### 44. Window – General Quality Standards

The windows; aluminum awning, aluminum single hung, when specified new, shall include new aluminum or fiberglass screens, permanent weather stripping, positive locking device, nylon or stainless bushings and aluminum glazing bead. The awning window shall be a torque-bar operator. All windows and frames shall be thoroughly caulked and made weather tight at time of installation. Color per owner.

A) When installing a new type window in an existing out of square wood frame, all grooves, off sets and projections on the side and head jambs and sills shall be finished flush and smooth.

B) When installing a new window in an existing square opening the window shall be properly sized to fit existing opening.

#### 45. New Window Installation (Framing)

Window opening shall be framed to fit standard size windows and new casings and trim applied to match existing surfaces.

#### 46. Windows Screen – Aluminum Frame

Replace existing screen frames with new aluminum frames and screens complete with new latch and hangers.

#### 47. Window Screen – Rescreen

Rescreen indicated window screens using 18 x 4 mesh aluminum or fiberglass wire. Replace screen moulding with new matching moulding and replace all damaged or missing hooks and hangers.

#### 48. Exterior Siding – Replacing

Replace damaged siding as described. New siding shall blend and conform with surrounding area. Adjacent end joints shall be staggered a distance of at least 2 studs.

#### 49. Exterior Siding – Novelty

Cover indicated sections of structure with new wood novelty siding. All joints shall be tight and adjacent end joints shall be staggered. Siding shall blend and conform with existing structure.

#### 50. Exterior Siding –Stucco

Cover designated sections of structure with cement stucco finish. If stucco is to be applied over frame constructions, vapor barrier must first be applied to siding. Over vapor barrier nail metal reinforcement. Over reinforcement, apply one 3/8" brown coat and one 1/2" finish coat.

#### 51. Exterior Siding – Vinyl

Cover indicated area of structure with vinyl siding. Quality to be called for on Bid Specifications. Siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J Channel, door channel, inside and outside corners, starter strip, and finish mould.

#### 52. Trim for Vinyl

Cover all windows, door trim and sill with baked enamel, coil stock (minimum .019").

#### 53. Soffit and Fascia-Aluminum

Enclose all eaves indicated. This shall be done by installing baked enamel, aluminum, ventilated soffit material to underside of rafters. Enclosing of eaves shall include installation of fascia board and application of baked enamel over same. Soffit material shall be not less than .019" thickness, baked enamel aluminum. Note: vinyl soffit & fascia are acceptable.

#### 54. Gutter Downspouts – Aluminum Baked Enamel or Galvanized

a. Aluminum gutters shall be installed over existing fascia or backstop with hangers recommended by Manufacturer. Downspouts shall be placed over concrete splash box.

b. Galvanized installation shall be same as above.

#### 55. Roofing & General Specifications

All roofing shall be applied in conformance with the City of Daytona Beach Roofing Code.

On mineral surface and built up roofs, the first sheet of building paper or ground sheet is to be nailed down to the decking by means of disc and roofing nails or approved type fastener designed for this purpose.

When we call for a certain number ply roof on built up roofs, it means that many ply not many ply rating. Five ply roof has five layers of felt, etc.

All valleys, flashings, and eave drip shall be replaced with new material. All vents and stacks projecting through the roof shall have lead or metal flashing.

All damaged or rotted sheathing boards shall be replaced with new. End joints shall be made over a rafter.

No new roof will be installed over any old roofing. Sheathing supporting Barge rafters shall extend back onto the roof at least 4 feet.

Roofing nails shall not penetrate through roof sheathing at any open or visible spot.

When new roofing is installed, sagging portions of roof shall be braced with minimum 2" x 4" lumber from roof rafters to nearest bearing wall. Purlins or sole plates shall be used when necessary. When a new roof is installed in conjunction with aluminum fascia, eaves drip, gravel stops and flashing shall be matching aluminum.. Repair roof per work write-up. All repairs to City of Daytona Beach Building Code.

#### 56. Roofing – Built-Up (Tar and Gravel)

Remove existing roof, repair sheathing and rafters. Install new flashing and gravel stop and apply 4 ply, hot mapped, built-up roof with gravel. All new built-up roofs shall carry a five (5) year warranty.

#### 57. Roofing – Metal – Flashing

Remove existing roof, repair sheathing and rafters. Install metal starting strip on barge rafters and roof indicated sections with 5-y-Crimp metal roofing and F.H. type metal drip edge. Roof shall carry a five (5) year warranty. All flashing, valleys, eave drip, and gravel stop shall be minimum 26 gauge galvanized iron.

#### 58. Roofing – Strip Shingles (Fiberglass)

Remove existing roof, repair sheathing and rafters and apply one layer of 15 pound asphalt felt. Over felt, install 240 pound self sealing, strip shingles with minimum of 6 nails to each individual strip. Roof shall carry five (5) year warranty on materials and workmanship.

#### 59. Roofing – Modified Bitumen (Rubber)

Remove existing roof, repair sheathing and rafters. Install new flashing and eave drip and apply over 30 pound felt, modified bitumen rubber roofing per manufacturers instructions.

#### 60. Roof – Ventilation

Install continuous ridge vent or turbine vent per Manufacturer's Specifications.

#### 61. Fascia – Repair

Remove deteriorated section of eaves as indicated and replace with new section of Spruce or Ponderosa Pine to match existing.

#### 62. Soffit – Eaves



Enclose all eaves of house/accessory building, including gable ends. This shall be done by applying 3/8" exterior plywood to underside of rafters. Enclosing of eaves shall include installation of fascia board. Soffit vent shall be 18 x 14 mesh screening.

#### 63. Cabinets – Vanity

Lavatory base cabinet shall be clad with mica plastic (3/32" minimum thickness) on sides, front, doors, and drawers. Top shall be approximately 22" wide with 3" back splash, Formica "curv-a-top" or plywood covered with mica plastic (minimum .050" thickness). Imitation moulded marble tops can be used as substitute.

#### 64. Cabinets – Medicine

Shall be standard size, recessed, with minimum three (3) shelves and mirror, unless otherwise specified on Bid Specifications.

When light fixture is included, fixture shall include separate switch and convenience outlet.

#### 65. Cabinets – Base

Base cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish interior. Base cabinets shall include appropriate doors, shelves & drawers. Install countertop with 4" backsplash & end splashes. Caulk all cracks and joints.

#### 66. Cabinets – Wall

Wall cabinets shall be either plastic clad (minimum 1/32" thickness) interior and exterior or 1/2" AC plywood cabinet plastic clad exterior and sealed finish Cabinets shall include appropriate doors and shelves.

#### 67. Counter Top

Shall be approximately 25" wide with 4" backsplash.

Top shall be installed on existing cabinet and finished to conform to surrounding areas and shall include end caps and end splashes.

#### 68. Closets

Build a clothes closet in the indicated room by installing 2" x 4" studs, 16" on center, from flooring to ceiling. Inside dimensions to be 2' – 0" by specified length. Closet shall be finished inside and out with 1/2" sheet rock, baseboard, flush or bifold doors, and ventilated shelving.

#### 69. Electrical

When specified, the following items shall consist of:

a) Service shall include increasing electricity to indicate amps, grounding and lightning arrester.

b) Service and panel box shall include, increase of service as indicated. Box with number of circuits as indicated. Lightning arrester and ground. Distribute all circuits to avoid overload of service.

c) All appliance circuits shall be on separate circuits.

d) When light fixtures are called for, the following Scotty's fixtures or equal shall be used unless otherwise specified.

1. L.R., D.R. & B. R. Ceilings = SL123-12"

2. Kitchen, Bath Ceilings = SL192

3. Bath Wall = SL7414

4. Hall Ceilings = SL466-4

5. Porch Ceilings = E3311-9 – Porch Wall = SL715-7

6. Smoke Detector = U.L. approved with batteries

e. All work shall be completed per code of The City of Daytona Beach.

#### 70. Heating & Air Conditioning

##### A. Gas Furnace

Gas Furnace complete with air conditioning and electronic ignition shall be installed in area designated and tested for proper operation. Size shall be determined by mechanical contractor. Must be test fired before final inspection.

##### B. Heat Pump

Heat Pump shall be installed in area designated and tested for proper operation. Air Handler shall contain sufficient heat strips to serve entire house.

#### 71. Repair (Mechanical Equipment)

All equipment such as ranges, refrigerators, range hoods, all heating equipment, etc., shall be repaired and tested to assure safety of operation, and maximum durability.

#### 72. Plumbing

All tubs, sinks, lavatories, water heaters and/or water closets, when provided new, shall be installed complete from the nearest fitting below floor level with ½" copper, sweat type, all new chrome trim and fittings to include: faucets, traps, supply and return pipes, stops, diverter valve, lead and brass stubs, water closet in and out parts. When a shower head and supply lines are called for, they shall be accompanied by separate shut-offs and (where necessary) shower rod.

Electric water heaters shall be installed complete with separate electric circuit.

Gas water heaters shall be installed complete with gas lines and properly vented.

Water lines, wastelines, and vents shall be of material approved by the City Plumbing code.

#### 73. New Additions

When new additions are specified all materials and workmanship shall comply with applicable codes and requirements of the City of Daytona Beach.

#### 74. Fences

Shall consist of the chain link variety. Hot dipped galvanized wire, post, and fasteners. Entrance gauges shall be minimum 36", driveway gates minimum 10". Posts shall be anchored in concrete.

## 75. Demolish-and Remove From Premises, Haul Away Debris

During construction, debris should be kept in on-site trash dumpsters. All items listed under this specification shall be removed from premises before calling for final inspection. Remaining areas shall be left clean.

## 76. Painting – General Specifications

Each coat is to be inspected by the Rehabilitation Manager or Inspector/Estimator. Please notify the Rehabilitation Manager for your painting inspections as specified by the Rehab Quality Standards. No interior or exterior painting is to be done without a painting inspection.

The first paint inspection is to be made after surface preparation and prior to application of first coat. (Contractor must call Rehabilitation Manager or Inspector/Estimator for inspection at this point.)

An inspection is to be made after application of each coat thereafter. Any painting over first, loose, scaling or peeling paint will be rejected.

All joints in trim siding and frames shall be caulked with acrylic latex caulk by gun method before application of paint. Prepare surfaces by scraping loose paint, and removing any cracked putty, point up all cracks and holes and sand smooth both exterior and interior surfaces. Paint colors shall be selected by the owner only.

All surfaces to receive paint, shall have (1) primer & (2) finish coats, unless otherwise indicated. All surfaces including floors, walls, ceilings, trim, doors and windows shall be cleaned and excessive paint removed from same upon completion of painting. Reasonable care shall be exercised in moving ladders and scaffolding about dwelling to avoid damage to shrubbery and premises.

The painting of the exterior shall include all siding, trim, eaves, fascia, skirt-in piers, doors, windows, steps, & handrails/guardrails.

The painting out of a room shall include all walls, ceilings, base trim, windows, window and door trim, interior and exterior of all closets and shelves, and kitchen cabinets and both sides and edges of doors.

- a. All woodwork inside of house is to be semi-gloss paint.
- b. All walls & ceilings on inside, except bath and kitchen, may be flat paint.
- c. Kitchen and bath are to be semi-gloss or high gloss (owners choice).
- d. Exterior wood surfaces are to be minimum of semi-gloss or high gloss (owners choice).
- e. Exterior masonry walls are to be painted with masonry flat paint.
- f. No painting of any electrical items, fixtures, finished hardware, or any surfaces not normally painted will be allowed. If any of the items have been painted before, we will allow them to be repainted.
- g. When painting or varnishing cabinets in bath or kitchen, includes the inside as well as the outside.

All newly installed wooden soffit shall receive one coat of primer or undercoat and two coats of exterior semi-gloss paint.

All paint is to be removed from both sides of window and door glass by contractor.

All paint shall be delivered to the job-site in unopened containers. All painting products shall be applied in strict accordance with manufacturer's specifications. No lead base paints may be used.

All painting products shall be standard, nationally known brands, of best grade," first line quality with labels on the containers.

All stained and porous surfaces interior and exterior shall be sealed with white shellac, holzout, or equal before painting.

All foreign material such as nails, hooks, fasteners, etc., shall be removed, filled and sanded smooth before painting.

#### 77. Insulation

Insulate indicated area to minimum R-30 value (attic areas) and R-11 value (perimeter walls). Insulate per Manufacturer's Specifications. 26 27.

## **EXHIBIT C- OTHER FEDERAL REQUIREMENTS**

### **Article 15 - Prohibition and use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard**

- 15.1 Applicability:** No Contractor or subcontractor will use or permit the use of lead-based paint on applicable surfaces. Every contract and subcontract, which includes painting, will include appropriate provisions prohibiting the use and proper elimination of lead-based paint.
- 15.2 Procedure:** All defective paint conditions described in Article 16, Title 29-Labor, Subtitle A, Part 3, Section 3.2.b. "Definitions" will be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected, unless testing shows that lead is not present in the paint at a level above 1.0 percent. (Most of the paint used in structures built in 1978 or earlier contained lead-based paint). This procedure is being adopted because of the expense and difficulty of determining the lead content of dried paint film by presently available methods.
- 15.3** All applicable surfaces identified in Article 16, Title 29-Labor, Subtitle A, Part 3, Section 3.2.b. "Definitions", as health hazards as defined herein will receive adequate treatment pursuant to title 24 of the Code of Federal Regulations as parts 35 and 570.608 to prevent the ingestion of the contaminated paint. Particular care will be taken to correct conditions of cracking, scaling, peeling, and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets, and piping and any surface requiring treatment in compliance with 24 of the Code of Federal Regulations parts 35 and 570.608. All such surfaces, which require treatment, will be thoroughly washed, sanded, scraped, or wire brushed in accordance with 24 of the Code of Federal Regulations as parts 35 and 570.608; so as to remove all cracking, scaling, peeling, and loose paint before repainting. As a minimum, these surfaces must receive two coats of a suitable non-lead-based paint. Where it is unfeasible to control or correct the cracking, scaling, peeling, or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint of these surfaces shall be removed or covered with materials such as hardboard, plywood, drywall, plaster, or other suitable material.
- 15.4 Definitions:**
- (A) "**Lead-Based Paint**" as defined in 24 CFR 35.110 "Definitions Lead-Based Paint means paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight.
  - (B) "**Applicable Surfaces**" means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors, which are readily accessible to children under 7 years of age (42 C.R.F. 90.2 (g)).

### **Article 16 - so-called "Anti Kickback Act" and Regulation Promulgated**

*Pursuant Thereto by the Secretary of Labor; United States Department of Labor*

#### **Title 18 U.S.C. Section 874**

(Replaces Section 1 of the Act of June 18, 1934 (48 Stat. 948, 40 U.S.C. sec. 276b) to the Act of June 25, 1948. 62 Stat. 862.

#### **Kickbacks from Public Works Employees**

Whoever, by force, intimidation or threaten of procuring dismissal from employment, or by any other manner whatsoever includes any person employed in the construction, completion, or repair of any public building, public work, or building of work financed in whole or in part of the compensation to which they are entitled under this contract of employment, will be fined not more than \$5,000.00 or imprisoned not more than five years, or both.

Section 2 of the Act of June 18, 1934, as amended (48 stat. 948.62 Stat. 862.63 Stat. 108.72 Stat. 967.40 U.S.C. sec 276c).

The Secretary of Labor will make reasonable regulations for contractors and subcontractor engaged in the construction, completion or repair of public buildings, public works or buildings of works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor will furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) will apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29; subtitle A. Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above-mentioned. Such regulations are as follows:

## **Title 29 - Labor**

Subtitle A - Office of the Secretary of Labor

### **Part 3 - Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans of Grants from the United States.**

**Section 3.1 Purpose and Scope:** This part prescribed "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or building or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Beacon Act and the various statues dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets for the circumstance and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineated the methods of payment permissible on such work.

### **Section 3.2 – Definitions**

-As used in the regulations in this part:

- a. The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, and manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the meaning of the regulations in this part.
- b. The term "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction

subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work by persons employed at the site by the Contractor or subcontractor.

- c. The terms "public building" or "public work" include building or work for whose construction, prosecution, completion or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in Federal agency.
- d. The term "building" of work financed in whole or in part by loans or grants, from the United States" includes building or work or whose construction, prosecution, completion, or repair as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grant by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
- e. Every person paid by the Contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or work financed in whole or in part by loans or grants from the United States is "employed": and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.
- f. The term "any affiliated person" includes a spouse, child, parent, or other close relative of the Contractor or subcontractor; a partner or officer of the Contractor or subcontractor; a corporation closely connected with the Contractor or subcontractor as parent, subsidiary or otherwise, an officer or agent of such corporation.
- g. The term "Federal agency" means the United States, the District of Columbia, and all executive department, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficiary owned by the United States, by the District of Columbia, or any of the foregoing department, establishments, agencies, and instrumentality's.

Article 17 – Equal Employment Opportunity: Executive Order 11246 as Amended by Executive Orders 11375 and 12086

**17.1** If the contract amount is \$10,000 or less, the following conditions will apply:

During the performance of this contract, the Contractor agrees as follows:

- A.** The Contractor will not discriminate against any employees or the applicant for employment because of their race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
- B.** The Contractor, will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** The Contractor will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided

that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies or raw materials.

**17.2** If the contract amount exceeds \$10,000, the following conditions will apply:

During the performance of this Contract, the Contractor agrees as follows:

- A.** The Contractor will not discriminate against any employees or the applicant for employment because of their race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
- B.** The Contractor, will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract compliance officer advising the said labor union or worker's representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rule, regulations, and relevant orders of the Secretary of Labor.
- E.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations, and orders.
- F.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any said rules, regulations, or orders, this contract may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- G.** The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such
- H.** Provisions, including sanctions for non compliance: Provided however; that in the event a Contractor becomes involved, in or is threatened with, litigation with a subcontractor or vendor as



a result of such direction by the Department, the Contractor may request the United States to enter in to such litigation to protect the interest of the United States.

## **AGREEMENT FOR RECONSTRUCTION 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 33% of the Contract Sum will be paid when at least 40% of the Work has been completed, as determined by the City. A second progress payment of 33% of the Contract Sum will be paid when at least 75% of the Work has been completed, as determined by the City. 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 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 terms 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:

Emory Counts, Director  
Community Development

If to Contractor:

> [insert name and title]  
> [insert contractor's name]

The City of Daytona Beach  
P. O. Box 2451  
Daytona Beach, Florida 32115-1542  
Fax Number: 386-671-8059

> [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 promptly 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.

15.2 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.

**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**

\_\_\_\_\_  
(first owner's signature)

\_\_\_\_\_  
(first owner's printed name)

\_\_\_\_\_  
(second owner's signature)

\_\_\_\_\_  
(second owner's printed name)

Date signed by Owners: \_\_\_\_\_

**CITY**

By: \_\_\_\_\_  
James V. Chisholm, City Manager

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Date signed by City: \_\_\_\_\_

Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney

**CONTRACTOR**

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

Date signed by Contractor: \_\_\_\_\_

## **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 charged 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)**

1. 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.
9. 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 1/4" 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 1/2" 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 1/2" 20 Ga.
6. Install new faucet with veg. sprayer on kitchen sink, "Delta" model 400 or equal.
7. Install 1/2" 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 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 semi-gloss 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**

1. 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.

2. Walls will use  $\frac{3}{4}$ " 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**

1. 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.



**Insulation**

|                                |  |                                  |                  |
|--------------------------------|--|----------------------------------|------------------|
| R-5 Foam on exterior walls     |  | Tuff-R 3/4                       |                  |
| R-30 attic insulation          |  | Owens Corning or Johns Mansfield | Blown Fiberglass |
| Radiant Barrier Roof Sheathing |  | Nor - Board or Georgia Pacific   |                  |

**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/Vanities | Flat Panel Maple | Merrilatt Basics | TBD |
| Bath Tops         | Formica          |                  | TBD |
| 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           |  |              |

**Drywall**

|             |                    |  |  |
|-------------|--------------------|--|--|
| Corner Bead | Textured           |  |  |
| Ceiling     | Square             |  |  |
|             | 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         | Vikreyl 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                       |

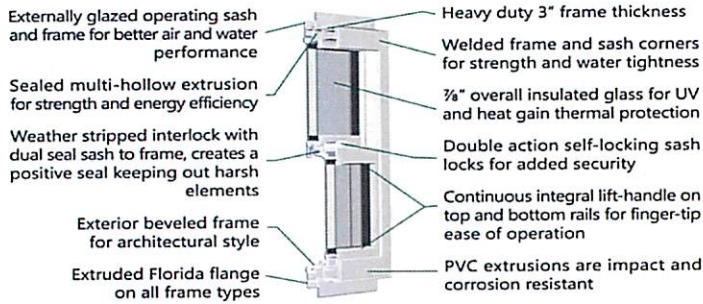
### Water Heater

|  |                       |
|--|-----------------------|
|  | 50 gallon energy star |
|--|-----------------------|

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

## Windows

### SINGLE HUNG / HORIZONTAL SLIDER



#### 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.

- HVHZ approvals on all products



#### 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 LoE<sup>2</sup> & LoE<sup>3</sup> Glass
- Neat® glass is available as option

#### Advantages of Cardinal LoE<sup>3</sup>

For the advantages of laminated glass with a reduced solar heat gain, Cardinal offers LoE<sup>3</sup> Coatings. Though virtually invisible to the eye, Cardinal's patented LoE<sup>3</sup> coating reduces solar gains, thus reducing air conditioning costs.

Neutral in color, the microscopically thin LoE<sup>3</sup> coating in laminated glass has high visible light transmission and low 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 penetration and drainage



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.

### SAVE ON ENERGY.

An average home will lose between 10 percent and 25 percent of its energy through windows 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 CO<sub>2</sub> being created. With Envirosealed Windows™ and Doors, you are doing your part to conserve energy and protect our planet.



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L2002B (June 2012)

Floor Covering - 332 Ellsworth

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