

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INVITATION TO BID: Extermination Services

Full Bid Package located at <http://discover.pbcgov.org/HED/Pages/Construction-Bid-Package.aspx>

Property Owner(s): Adele Beckford

Property Address: 524 SW 8th St, Belle Glade, FL 33430

Property Control Number: 04-37-43-42-02-002-0370

PRE-BID MEETING: There will be no pre-bid meeting at 524 SW 8th St, Belle Glade, FL 33430.

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

Sealed bids will be received by the Palm Beach County Department of Housing & Economic Development (hereinafter the "Department"), on behalf of the Homeowners identified herein **until 4:00 pm, on March 3, 2023.**

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

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

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

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

PROJECT CLOSEOUT DATE: 30 days after date of Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID DOCUMENTS MAY INCLUDE THE FOLLOWING:

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

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

Contractor Bid Amount: _____

Bid Submitted By: _____

Authorized Signature: _____

Company Name: _____

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

bid, and the County may recommend contract award with such bidder to the Homeowner(s). The Homeowner(s) may then enter into a construction contract with the bidder recommended by the County.

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

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

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

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

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

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

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

Original WDO Inspection Report

PROPERTY OWNER(S):	Adele Beckford
PROPERTY ADDRESS:	524 SW 8 th Street Belle Glade, FL 33430

If any areas were obstructed or inaccessible for inspection in preparing this proposal, the bidder states that these areas are: Interior walls inaccessible due to furniture

Cabinets, closets, and storage areas inaccessible due to stored articles
Portions of the attic inaccessible due to stored articles, insulation and air ducts

If evidence of previous treatment was observed, state what visible evidence was observed:

Based on a careful inspection of the property, the bidder finds:

<input type="checkbox"/>	NO visible signs of wood-destroying organisms (live, evidence, or damage) observed.
<input checked="" type="checkbox"/>	<p>VISIBLE evidence of wood-destroying organisms was observed as follows:</p> <p><input type="checkbox"/> <u>LIVE wood-destroying organisms:</u> Common name of organism: Location(s):</p> <p><input checked="" type="checkbox"/> <u>EVIDENCE of wood-destroying organisms</u> (dead wood-destroying insects or insect parts, frays, shelter tubes, exit holes, or other evidence): Common name of organism: Drywood Termites Description of evidence: Frass and dead termites Location(s): Drywood Termite Frass on Kitchen table Dead termite and Frass behind TV in master bedroom</p> <p><input checked="" type="checkbox"/> <u>DAMAGE caused by wood-destroying organisms was observed and noted as follows:</u> Common name of organism: Drywood Termites Description of damage: Location(s): Wherever Frass is discovered it is prudent to believe that some damage has occurred.</p> <p>DRYWOOD TERMITE TREATMENT SHALL BE BY FUMIGATION. THE WDO EXTERMINATION CONTRACTOR SHALL BASE THEIR BID ON THE BASIS OF "ALL INCLUSIVE PREPARATION" FOR FUMIGATING THE STRUCTURE(S)</p>



PALM BEACH COUNTY

Adelle Beckford

524 8th st

Belle Glade, FL 33430

Housing Rehabilitation Program Specifications

Address: 524 SW 8th Street		Unit: Unit 01 Tenting			
Location: 1 - General Requirements		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
1	7	1.00	GR	n/a	n/a
GREEN COMMUNITIES INITIATIVE-GEN REQ					
This project is designed to meet the 2020 Enterprise Green Communities (EGC) Criteria created by Enterprise Community Partners. The EGC Criteria may be found at https://www.greencommunitiesonline.org/introduction/ The following requirements and other requirements described in specifications must be strictly adhered to:					
* All paints and primers must meet the Green Seal G-11 Environmental Standard					
https://greenseal.org/wp-content/uploads/GS-11-Standard-Ed-4.0_09.2021.pdf					
* Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. -					
http://www.aqmd.gov/docs/default-source/rule-book/reg-xi/rule-1168.pdf					
* All caulks and sealants, including floor finishes, must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District					
https://www.baaqmd.gov/~media/dotgov/files/rules/reg-8-rule-51-adhesive-and-sealant-products/documents/rg0851.pdf and may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.					
* All composite wood (particleboard, MDF, etc.) and plywood comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.					
2	8	1.00	EA	n/a	n/a
SELECTIVE DEMOLITION--GENERAL REQUIREMENTS					
Demolition activities shall comply with the requirements of 29CFR Part 1926.850 through 1926.860, at a minimum or as feasibly as possible.					
The discovery of hazardous materials shall be communicated to the owner and project coordinator immediately. All demolition workers shall wear Personal Protective Equipment (PPE) in full accordance with OSHA Standards. Promptly					

Address: 524 SW 8th Street			Unit: Unit 01 Tenting		
Location: 1 - General Requirements		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
	<p>dispose of demolished materials. Do not allow demolished materials to accumulate on-site. Debris shall be removed to a legal landfill as required by EPA and local regulations.</p> <p>Contractor shall inspect the building interior, attic basement, crawl space and all other safe, accessible floors, rooms, closets or other interior areas of the building for debris and garbage, furniture, any hazardous materials, universal wastes, fuel oil tanks, household hazardous waste, batteries, CFC-containing canisters, propane or butane cylinders, fuel oil lines, computer monitors, mercury-containing bulbs, switches, gauges, PCB/DEHPcontaining ballasts, transformer liquids, hydraulic liquids, motor oils, and white goods, etc. to ensure that they have been removed prior to demolition.</p> <p>Definitions:</p> <p>a. Remove: Detach items from existing construction and legally dispose of them off-site per the requirements of Federal, State and Local jurisdictional requirements, unless indicated to be removed and salvaged or removed and reinstalled.</p> <p>b. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.</p> <p>Contractor shall submit a Schedule of Selective Demolition Activities. The schedule shall indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services and locations of temporary partitions and means of egress.</p> <p>Contractor shall maintain access to existing walkways, drives, and other adjacent occupied or used facilities. Do not close or obstruct walkways, drives, or other occupied or used facilities without written permission from authorities having jurisdiction. Owner assumes no responsibility for condition of areas to be selectively demolished. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations. If utility services are required to be removed, relocated, or abandoned, provide temporary utilities before proceeding with selective demolition that bypass area of selective demolition and that maintain continuity of service to other parts of site and adjacent buildings. Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations. Protect existing site improvements, appurtenances, and landscaping to remain. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.</p>				
3	24	MANUFACTURER'S SPECS PREVAIL	1.00	GR	n/a

Address: 524 SW 8th Street			Unit: Unit 01 Tenting			
Location:		1 - General Requirements	Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price	
Trade: 1	General Requirements					
	All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.					
4	28	VENTILATION--ASHRAE 62.2-GENERAL REQUIREMENTS	1.00	GR	n/a	n/a
	This dwelling unit must have a ventilation system that meets ASHRAE 62.2 . See https://www.ashrae.org/technical-resources/standards-and-guidelines and https://www.buildingscience.com/documents/guides-and-manuals/gm-review-residential-ventilation-technologies/view					
5	31	CONSTRUCTION DEFINITIONS	1.00	GR	n/a	n/a
	"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.					
6	32	SUBSTITUTION APPROVAL PROCESS	1.00	GR	n/a	n/a
	Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.					
7	35	VERIFY QUANTITIES/MEASUREMENTS	1.00	GR	n/a	n/a
	All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.					
8	55	WORK TIMES	1.00	GR	n/a	n/a
	Contractors and their Subcontractors shall schedule working hours between 8:00am and 5:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the owner and/or the HOA.					
9	73	DISALLOWED MATERIALS AND METHODS	1.00	GR	n/a	n/a
	The following construction materials and methods are prohibited from any job sponsored by this agency: lead paint, lead solder in drinking water supply, burning of construction debris, explosives in excavation.					
10	77	NEW MATERIALS REQUIRED	1.00	GR	n/a	n/a
	All materials used in connection with this work write-up are to be new, of first quality and without defects - unless otherwise					

Address: 524 SW 8th Street		Unit: Unit 01 Tenting			
Location: 1 - General Requirements		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
<hr/>					
Trade: 1	General Requirements				
<hr/>					
	stated in the work write-up or pre-approved by Change Order.				
11	78				
	WORKMANSHIP STANDARDS	1.00	GR	n/a	n/a
	All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate/avoid damage.				
12	79				
	WORKMANSHIP-CONTRACTOR DAMAGE	1.00	GR	n/a	n/a
	The Contractor shall be held solely responsible for any damage or cause of additional repairs to existing structures (exterior and interior), systems, equipment and/or site caused by the Contractor or its employees and/or subcontractors and shall repair or replace the affected areas to its original condition at the Contractor's expense. Damages include, but not limited to, stucco, painting (to match as close as possible), soffit, wall surfaces, adjacent surfaces, windows and doors.				
13	80				
	CODES AND ORDINANCES	1.00	GR	n/a	n/a
	In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the Building Department of Jurisdiction pertaining to building construction, zoning, environmental protection, energy efficiency and worker safety.				
14	86				
	HOLD HARMLESS	1.00	GR	n/a	n/a
	The contractor will defend, indemnify and hold harmless the County, its officers and employees from liability and claim for damages or loss and expenses arising from the contractor's operations under this contract.				
15	91				
	General Warranty and Roof Warranty	1.00	GR	n/a	n/a
	Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Contractor shall warranty all roof work for 5 years if applicable as part of the scope of work herein. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties and all test results covering items furnished under this contract prior to release of the final payment.				
16	115				
	PERIODICALLY REMOVE DEBRIS	1.00	DU	n/a	n/a
	The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.				
17	120				
	FINAL CLEAN	1.00	RM	n/a	n/a
	Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.				
<hr/>					
Trade: 9	Environmental Rehab				
<hr/>					
18	9003.6				
	ASBESTOS-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES	1.00	GR	n/a	n/a

Page 4 of 6

Address: 524 SW 8th Street**Unit: Unit 01 Tenting****Location: 1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 9 Environmental Rehab**ASBESTOS GENERAL CONDITIONS**

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

Location Total: \$0.00**Location: 2 - Exterior**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 24 Extermination

19	8306	EXTERMINATION - FUMIGATION AND/OR SUBTERRANEAN	1.00	DU		
----	------	---	------	----	--	--

General Information:

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

Project Conditions:

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

Work Performance:

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 24	Extermination				
-----------	---------------	--	--	--	--

1. Upon a positive inspection report of evidence of WDO, a Pest Control Plan shall be submitted to the Project Coordinator/Compliance Inspector, o include, but not limited to, the inspection report, the cost for extermination, the type of chemical used, the type of application to be used, the quantity of the chemical to be used, the makeup of the chemical to be used, the manufacturer of the chemical, and the time it will take to complete the project.
2. Coordinate the fumigation and/or treatment with the property owner.
3. The Contractor and/or Extermination Company is required to educate, instruct, and if necessary, help the homeowner to prepare for treatment.
4. The Contractor and/or the Extermination Company shall submit a clearance report showing that the treatment is complete and the residence is safe for habitation.
- Quote is for tenting only

Location Total: _____

Unit Total for 524 SW 8th Street, Unit Unit 01 Tenting: _____

Address Grand Total for 524 SW 8th Street: _____

Bidder: _____

Contractor Bid Amount: _____

Bid Submitted By: _____

Authorized Signature: _____

Company Name: _____

PALM BEACH COUNTY
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT ("Department")
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
561-233-3600

CONTRACT: EXTERMINATION SERVICES

Project Address: **524 SW 8th Street, Belle Glade, Florida 33430**
PCN: **04-37-43-42-02-002-0370**

THIS CONTRACT, entered into this _____, day of _____, 20____, by and between, the
"Extermination Contractor" **Extermination Company Name, Address, Vendor ID#** _____ and
the **"Homeowner"** **Adele Beckford, 524 SW 8th Street, Belle Glade, Florida 33430**.

WHEREAS, the Extermination Contractor (hereinafter referred to as the "Contractor") has agreed to provide certain extermination services (hereinafter referred to as the "Program"), to include all labor, materials, equipment, and all other appurtenances thereto, in accordance with the Contractor's Proposal, for the Contract amount of _____ **Dollars (\$X,XXX.XX)**.

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

ARTICLE 1. PERFORMANCE REQUIREMENTS

1. Within ten **(10) calendar days** of executing this contract, the Contractor shall provide the Department of Housing and Economic Development (hereinafter the "Department") with the following:
 - a. Proof of Insurance for General Liability, Professional Liability, Business Auto, and Worker's Compensation in the amounts and form stated herein. Palm Beach County Board of County Commissioners and Homeowner(s) must be listed as additionally insured.
 - b. A current copy of Contractor's License and Certificates.
 - c. A tentative Extermination schedule.
2. The Department shall issue a Notice to Proceed after the verification of all documents and forms.
3. Contractor shall schedule services upon a mutual agreeable time with the homeowner and submit the schedule to the Department.
4. Contractor shall complete Project Closeout **30 days** after the date of the Notice to Proceed.
5. **Project Closeout:** Shall be obtained upon completion and acceptance of all required documents including but not limited to, Release of Liens, Warranties, Final Pay Application, E-Verify verification, and any other documents the Department requires. Final Payment may be withheld until the contractor has submitted all required documents for Project Closeout to the Department. Contractor must submit the following documents:
 - Contractor's Final Invoice/Pay Application
 - Final Change Orders (if any)
 - Final Release of Liens
 - Contractor's warranties as specified herein
 - Extermination reports and clearance reports
 - Verification of Registration with E-verify
 - Photos of work performed

ARTICLE 2. TIME IS OF THE ESSENCE

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

ARTICLE 3. CONTRACTOR DEFAULT

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

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

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

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

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

ARTICLE 4. GENERAL CONDITIONS

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

All work shall be in accordance with the Proposal, Addendums, if any, Plans, and Specifications.

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

The Contractor agrees that all the work shall be in conformance with the Florida Codes and requirements, all local requirements, and the Department's funding assistance program requirements, to include, but not limited to, all applicable codes and ordinances, all state statutes and regulations as may be amended from time to time.

In addition, the Contractor agrees that the work to be performed at the property identified above is funded, in whole or in part, through funds made available to the Department. In this regard the Contractor also agrees to abide by and comply with all laws, rules and regulations pertaining to the funds made available by the Department.

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

ARTICLE 5. OWNER(S) RESPONSIBILITY

It shall be the Homeowner's responsibility to:

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

ARTICLE 6. INSPECTION

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

ARTICLE 7. CONTRACTOR'S INSURANCE

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

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

acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

2. **Workers' Compensation & Employer's Liability:** Contractor shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
3. **Professional Liability:** Contractor shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 each occurrence, and \$1,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Contractor warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Contractor shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
4. **Waiver of Subrogation:** Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.
5. **Certificates of Insurance:** Prior to expiration of any of the required coverage throughout the term of this Agreement, the Contractor shall deliver to the County within forty-eight (48) hours of a request by County, signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect.

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

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

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

ARTICLE 8. GUARANTEE

The Contractor will guarantee the completed work, including all labor and materials, for a period of one (1) year from the date of final acceptance of the work as required by the Contract.

ARTICLE 9. CLEAN UP

The Contractor will keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work.

ARTICLE 10. TERMINATION OF CONTRACT

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

1. **Mutual Termination Agreement:** In the event of disagreement between the Homeowner(s) and Contractor resulting in an impasse in completing the project, the Homeowner(s) and Contractor may enter into a Mutual Termination Agreement.
2. **Notice of Violation by Homeowner:** The Contractor shall serve written notice to the Homeowner(s) and the Department using a standard form provided by the Department that identifies the violation of the contract or complaint claimed by the Contractor.
 - a. The Department will make a determination within 14 calendar days as to validity of the violation claimed by the Contractor.
 - b. If The Department determines that the Homeowner(s) is not in violation of the contract or that the Contractor's complaint is without merit, then the Contractor shall continue to complete the project under the terms of the contract.
 - c. If The Department determines that the Homeowner(s) is in violation of the contract or the Contractor's complaint is valid, the Department shall provide written notice to the Homeowner(s) to correct the violation or adequately resolve the Contractor's complaint within the next 7 calendar days.
 - d. If the violation or complaint has not been corrected or adequately resolved by the end of that time, the Contractor may serve written notice to the Homeowner(s) and the Department that they are terminating the contract effective as of the date of that termination notice, unless another date is mutually agreed upon by the Contractor and Homeowner(s).
 - e. In addition, the County retains all rights by law and under equity to pursue any and all legal remedies available to it in enforcing the terms of any mortgage and or promissory note given to the Homeowner(s) related to this contract, including but not limited to termination of the project, termination of funding, acceleration of the mortgage and/or promissory note, repayment of any additional costs incurred by the County, including legal fees related to the termination of this contract.
3. **Notice of Violation by Contractor:** The Homeowner(s) shall serve written notice to the Contractor and the Department using a standard form provided by the Department that

identifies the violation of the contract or any other complaint claimed by the Homeowner(s). The right of the Contractor to proceed shall not be terminated for any excusable delays due to the following:

- a. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
- b. Acts on the part of the Homeowner(s).
- c. Causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, the following: Acts of God, Acts of the public enemy, Acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or unusually severe weather. (This does not include stop work orders for code violations.)
- d. The Department will make a determination within 14 calendar days as to validity of the violation or complaint claimed by the Homeowner(s).
- e. If the Department determines that the Contractor is not in violation of the contract or that the homeowner's complaint is without merit, then the Homeowner(s) shall allow the Contractor to complete the project under the terms of the contract.
- f. If the Department determines that the Contractor is in violation of the contract or the homeowner's complaint is valid, the Department shall provide written notice to the Contractor to correct the violation or adequately resolve the complaint within the next 7 calendar days.
- g. If the violation or complaint has not been corrected or adequately resolved by the end of that time, the Homeowner(s) may serve written notice to the Contractor and the Department that they are terminating the contract effective as of the date of receipt by the Contractor of that termination notice, unless another date is mutually agreed upon by the Contractor and Homeowner(s)

4. In the event of any such termination:

- a. The Department will determine the value of work completed by the Contractor up to the time of termination of contract,
- b. The Department will prepare a final pay application for the contractor for the work that has been completed for review by both the Contractor and the Homeowner(s), and
- c. The Department may hold the final pay application until the project is completed or is terminated by the Department, and may reduce the amount of that pay application to apply funds to any costs of correcting any work performed by the Contractor requiring removal, repair or replacement to meet code requirements. The Department shall hold sole, final and absolute determination in releasing funds from the final payment to the Contractor.
- d. The Department will prepare a scope of work to have the remaining work reviewed and approved by the Homeowner(s) and bid out to other qualified Contractors so that the project may be completed by the lowest responsive, responsible bidding contractor.
- e. In this event, the original Contractor shall be released from all liability to complete the project by the Homeowner(s). The original Contractor shall be held responsible for a one-year warranty for all work completed for which the Contractor has been paid, except in the case of roof replacement wherein the contractor shall be responsible for a 5-year warranty for the roof replaced.

5. In the event of Contract termination, the provisions of this Contract pertaining to Conflict of Interest, Governmental Audit, and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.

6. **Contractor and Homeowner(s) acknowledge and agree that Palm Beach County, a political subdivision of the State of Florida and the Department,**

as the funding source for work being performed pursuant to this Contract, has certain rights and responsibilities in connection with the use of funds. Contractor and Homeowner(s) therefore agree as follows:

- a. Contractor acknowledges and agrees that the County has the right to withhold payments to the Contractor and pursue all means at its disposal to recover funds from the Contractor in the event of violation of this Contract by the Contractor. The County may pursue recovery of funds expended as well as the funds required to complete the project and administer the Contract.
- b. Homeowner(s) acknowledges and agrees that the County has the right to cancel and withdraw funding to the Homeowner(s), and may accelerate its mortgage with the Homeowner(s) to recover funds expended and costs associated with the processing of the Homeowner(s)' application, payments made to the Contractor, Contract administration, and all work performed on the Homeowner's property in the event the County determines that Homeowner has violated the terms of this Contract.
- c. Contractor and Homeowner(s) acknowledge and agree that the County reserves the right to terminate this Contract, in part or in whole, in the event that the Contractor and/or Homeowner(s) fail to perform in accordance with the terms and conditions stated in this contract at the sole discretion and determination of the County. The County further reserves the right to terminate this Contract if deemed in the best interest of the County at its sole discretion and determination, with or without cause. The Contractor and Homeowner(s) will be notified by letter of the County's decision to terminate the contract.
- d. Contractor acknowledges and agrees that the County reserves the right to discipline, suspend, and/or debar the Contractor in accordance with the appropriate County policies, ordinances, resolutions, and/or administrative orders due to the termination of this Contract. The Contractor will be notified by letter of the County's actions against the Contractor.
- e. The County may exercise any and all rights given under this contract, waiver of enforcement of any rights does not preclude the County from enforcing any other rights under this contract.

ARTICLE 11. NONDISCRIMINATION

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

As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor

retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor shall include this language in its subcontracts.

ARTICLE 12. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

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

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

ARTICLE 13. INDEMNIFICATION

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

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

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

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

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

Contractor and Homeowner(s) further agrees to hold harmless and indemnify the County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not the Contractor was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Contractor's activities. Said indemnification by Contractor shall be extended to include all deliverers, suppliers, furnisher of material or anyone acting for, on behalf of, or at the request of Contractor. Contractor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant. This clause shall survive termination of this Contract.

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

ARTICLE 14. CONTRACT ASSIGNMENT

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

ARTICLE 15. GOVERNMENTAL AUDIT

The Contractor shall at any time during normal business hours and as often as the County and/or Comptroller General of the State of Florida and/or the Florida Department of Professional Regulation and/or any of their duly authorized representative may deem necessary, make available for examina-

tion all the Contractor's records and data with respect to all matters covered by the Contract, and shall permit the County and/or its designated authorized representative to audit and inspect all books, documents, papers, and records directly related to this Contract.

ARTICLE 16. CONFLICT OF INTEREST

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

ARTICLE 17. RECORD RETENTION

Records pertaining to work completed under this Contract shall be retained by the Contractor for ten (10) years from ending date of the County's Fiscal Year (October 1 through September 30) in which all matters related to this Contract including the expiration of guaranteed work have been disposed of, whichever is later. However, in the event that this Contract is subject to audit findings, all records shall be retained for ten (10) years in the manner prescribed above or until such audit findings have been resolved, whichever is later.

ARTICLE 18. PARTIAL INVALIDITY

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

ARTICLE 19. MODIFICATION

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

ARTICLE 20. NOTIFICATION

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

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

ARTICLE 21. INTEGRATION

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

ARTICLE 22. E-VERIFY - EMPLOYMENT ELIGIBILITY

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

electronically verify the employment eligibility of all newly hired workers.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract TO BE EXECUTED,

Contractor Signature: _____ Date: _____
Homeowner Signature: _____ Date: _____
Homeowner Signature: _____ Date: _____