

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

**INVITATION TO BID: Re-hab Corrections**

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

**Property Owner(s):** Adele Beckford

**Property Address:** 524 SW 8<sup>th</sup> Street, Belle Glades, FL 33430

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

**PRE-BID MEETING:** N/A

**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 P.M. Monday, August 9<sup>th</sup>, 2021**, at:

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

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

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

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

**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.

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

**INSTRUCTIONS TO BIDDERS**

**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. **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 **Aundra Lowe Alowe@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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **RETURN ALL PAGES OF THE BID DOCUMENTS TO THE DEPARTMENT.**



**Housing Rehabilitation Program Work Write-Up**

Client:	Adele Beckford	Date:	July 19, 2021
Address:	524 SW 8 <sup>th</sup> St. Belle Glade, FL 33430		

**ATTENTION:** Contractors shall be responsible for field measurements of items and quantities specified, and to confirm home owners' color choices of all components.

Description	Qty	Bid Amount
<b>1. Item #4 Porch Landings, and Railings</b>	<b>2</b>	\$ _____
A. Remove existing forms boards and non-compliant poured step from right side of porch(North Elevation) B. Rear Porch – Install fill around entire rear poured porch & stairs creating a maximum 6” Reveal from the top of the porch & stairs. Properly grade fill away from house for proper drainage (6” per 10’). Install floritam sod to cover all grading to prevent erosion.		

**Location:** *Front and Rear Porch*

<b>2. Item #5 Exterior Door and Trim</b>	<b>2</b>	\$ _____
1. Front Door – Install a keyed entry lock set with matching deadbolt such as Schlage or approval equal. Product approval to be signed by homeowner and contractor and submitted to DHED. 2. Rear Door – Correct threshold and fill void created by door installation. Verify proper operation of door.		

**Location:** *Front and Rear Door*

<b>3. Item #6 Impact Resistant Windows and Trim</b>	<b>2</b>	\$ _____
1. Replace front porch window. 2. Replace Master Bathroom window with obscure 3. Install window sills in windows that don't have existing sills.		

Remove fixed glass windows and security bars on Front large pane window and rear bathroom window. Replace windows with new aluminum framed hurricane impact resistant Florida Energy Code rated, UV tinted single hung windows with aluminum framed screen.

**Bathrooms shall have obscure glass.** If existing window sills are disturbed, replace with bull nose tile or marble sill(s). Provide Modifications to openings and electric if necessary to accommodate the new windows. **Impact resistant windows must be MIAMI-DADE COUNTY or FLORIDA BUILDING CODE CERTIFIED.**

**Existing security bars are to be carefully removed and stored on site for homeowner's reuse.**

**Location:** *Front porch, and Rear Master Bathroom window*

**ATTENTION: Substitution of Horizontal Sliding Glass Windows to meet egress requirements shall not be accepted WITHOUT pre-approval.**



4. **Item #11 Kitchen Sink – Repair** 1 \$ \_\_\_\_\_  
 Seal and secure kitchen sink to counter top.  
**Location:** *Kitchen*
5. **Item# 24 Interior Pre-Hung Door (Adjusted & Repair)** 6 \$ \_\_\_\_\_  
 Verify that all bedroom doors, bathroom doors, and laundry room doors are installed correctly and open and close as intended.  
**Locations:** *3 Bedrooms, 2 bathrooms, and Laundry Rm.*
6. **Item# 26 Repair soffit vent screens** **Approx. 10** If \$ \_\_\_\_\_  
 Replace damaged soffit screens with new screens to match existing  
**Location:** *Various locations around the house*
7. **Item# 28 Replace Exterior Light Fixture** 1 \$ \_\_\_\_\_  
 Remove existing rear light and dispose of properly. Install new exterior **“globe type”** light fixture to be supplied by homeowner. Verify rear door dose nor interfere with light fixture when opened.  
**Location:** *Rear Porch*
8. **Item #30 Four (4) Point and Wind Mitigation Inspections** **Lot** \$ \_\_\_\_\_  
 Contractor shall prepare or have prepared a 4-Point and Wind Mitigation Inspection report on Inspection Forms as specified below. Any other inspection form submitted for consideration must include at least the level of detail in the forms below:
1. Citizens 4-Point Inspection Form Version 01/18
  2. Citizens Wind Mitigation OIR-B1-1802 (Rev. 01/12)
- Contractor shall prepare or have prepared by a person or entity that meets the State of Florida’s requirements as a verifiable Florida-licensed professional as:
- General, residential, or building contractor
  - Building Code Inspector
  - Home Inspector
- Note:** The inspections shall be submitted with the final pay application and project close-out documents
9. **Item #31 - Painting - Exterior Walls, Shutters, & Trim** **Lot** \$ \_\_\_\_\_  
 Over spray at the bottom of the porch columns needs to be cleaned up/removed. Correct area around the windows to match existing paint.  
**Location:** *Entire House Exterior*
10. **Item #32 - Security Screen** 2 \$ \_\_\_\_\_  
 Install a security screen on existing interior metal screen doors.  
**Location:** *Front & Rear Entry Doors*

# ALTERNATES

1. **ALTERNATE #1 – Paint exterior of house** Lot \$ \_\_\_\_\_  
Prep exterior of house for paint. Apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic exterior grade paint. Masonry grade paint or wood grade paint, as appropriate, shall be applied. Primer and paint shall be of the same manufacturer, Sherwin Williams or equal. Include all trim and shutters with complete house painting.

**Location:** *Exterior house*

2. **ALTERNATE #2 – Paint Front porch** Lot \$ \_\_\_\_\_  
Pressure clean front porch, fill all holes and cracks and prepare for painting. Apply one (1) coat of primer and two (2) of concrete grade paint. Primer and paint shall be of the same manufacture, Sherwin Williams or equal. Homeowner to choose color. Approval must be signed by home owner, contractor and submitted to DHED for approval. .

**Location:** *Front porch*

3. **ALTERNATE #3 – Install Railing rear porch** Lot \$ \_\_\_\_\_

Contractor to provide all required plans, engineering, and specifications required by the Building Department of Jurisdiction. Railing construction shall be in accordance with the Building Code of Jurisdiction. The plans shall include, but not be limited to, location of 4x4 posts, install depth and connections for 4x4 posts, upper rail, lower rail, closure rail, pockets hand rail if required, and all required fasteners.

Typical Pressure Treated Wood Railing consists of 4x4 posts, 2x6 closure railing at top and bottom, 2x6 top railing, 2x2 pickets connected to the 2x4 closure railing and if required, a Pressure Treated Standard Graspable Hand railing or a prefinished aluminum handrail.

**Location:** *Rear Porch*

**TOTAL AMOUNT OF ALTERNATES BID ITEMS** \$ \_\_\_\_\_

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

**CONSTRUCTION CONTRACT: Re-hab Correction**

Project address: **524 SW 8TH ST. BELLE GLADE, FL. 33430** .  
**PCN: 04-37-43-42-02-002-0370**

**THIS CONTRACT**, entered into this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_, by and between, the "**Contractor**" **Insert Company Name, Address, Vendor ID#** and the "**Homeowner(s)**" **Insert Homeowner(s) Name, Address**

**WHEREAS**, the Contractor proposes to undertake the construction, to include all labor, materials, equipment, and all other appurtenances thereto, completed in accordance with the attached **as Exhibit A and incorporated herein**, Bid Proposal submitted by the Contractor for the Contract amount of:  
**\$ \_\_\_\_\_ Dollars (\$xx,xxx.xx).**

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

**ARTICLE 1. PERFORMANCE REQUIREMENTS**

1. Within **fourteen (14) calendar days** of executing this contract, the Contractor shall provide the Department of Housing and Economic Development (hereinafter the "Department") with the following:
  - a. Proof of Insurance for General Liability, Business Auto, and Worker's Compensation in the amounts and form stated herein. Palm Beach County and Homeowner(s) must be listed as additionally insured.
  - b. A current copy of Contractor's License.
  - c. A Payment Bond and a separate Performance Bond each in the amount of one hundred percent (100%) of the Contract amount, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the construction contract.
  - d. A construction schedule.
2. The Department shall issue a Notice to Proceed after the verification of all documents and forms.
3. A copy of all required permit applications within **Fourteen (14) calendar days** after the date on the Notice to Proceed issued by the County.
4. Work shall commence not later than **Fourteen (14) calendar days** after the Master Building Permit is issued.
5. Contractor shall attain Project Substantial Completion by **09/01/2021**. **Substantial Completion** shall be obtained upon the contractor receiving a Certificate of Completion or Certificate of Occupancy or approved final inspections issued by the Building Department per local requirements for the project.
6. **Punch List**: The Department may issue a punch list to the contractor upon the contractor obtaining Substantial Completion. Final Payment may be withheld until all work is satisfactorily completed including punch list items.
7. Contractor shall complete Project Closeout by **10/31/2021**.
8. **Project Closeout**: Shall be obtained upon completion and acceptance of all punch list items, the submittal of all required documents including but not limited to, Release of Liens, Warranties, Final Pay Application, E-Verify verification, and any other document the Department requires. Final Payment may be withheld until the contractor has submitted all

required documents for Project Closeout to the Department. Contractor must submit the following documents:

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

#### **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 a Default of contract, including, but not limited to attaining Substantial Completion of the work performed and Project Closeout.**

#### **ARTICLE 3. CONTRACTOR DEFAULT**

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

**Contractor agrees to pay as liquidated damages the sum of \$150.00 for each consecutive calendar day should they fail to attain Substantial Completion and/or complete Project Closeout by the dates specified herein. Such Liquidated Damages are deemed reasonable and the Department shall withhold liquidated damages from the final payment should contractor fail to meet the construction contract completion deadlines.**

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

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

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

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

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

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

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

1. Mechanical, Electrical and Plumbing (MEP) plans, specifications, required for permitting.
2. Impact fees, permit fees and water and sewer connection fees.
3. Survey including location of new house, set-backs and grading plan.
4. Demolition of existing structure and buried septic system and/or containers.
5. Backfill and grading.
6. All fill and compaction necessary for the house to be in compliance with governing codes.
7. Landscaping and grading in accordance with the local governing codes.
8. Irrigation system in accordance with the local governing codes.

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

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

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

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

- Section 109 of the Housing and Community Development Act of 1974; and
- Section 504 of the Rehabilitation Act of 1973, as amended; and
- The Age Discrimination Act of 1975; and
- 2 CFR Part 200, as amended;

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

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

It shall be the Homeowner’s responsibility to:

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

**ARTICLE 6. INSPECTION**

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

**ARTICLE 7. CONTRACTOR’S INSURANCE** Note: This article is from Risk Management

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

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

endorsement to the Commercial General Liability, or separate Business Auto coverage form.

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

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

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

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

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

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

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

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

**Note: Article 9. Patent was removed and combined with Homeowner and county indemnification section later in this contract**

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

### **ARTICLE 10. WARRANTIES**

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

### **ARTICLE 11. CLEAN UP**

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

### **ARTICLE 12. TERMINATION OF CONTRACT**

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

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



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

that has been completed for review by both the Contractor and the Homeowner(s), and

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

the County's actions against the Contractor.

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

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

1. Payments shall be requested on a monthly basis and payment requests shall be submitted on an AIA G702/703 or equivalent form. Homeowner(s) shall provide written acceptance for all Pay Applications.
2. All Change Order requests shall be submitted on an AIA G701 or equivalent form. All Change Order requests must be approved at the discretion of the Department.
3. The initial payment request by the Contractor and all other payment requests may be at any percentage of work completed in accordance with the plans and specifications. All payment requests must be approved at the discretion of the Department.
4. All material and labor used in basing percentage of work completed, must be in place and no payment shall be made for stored material.

### **ARTICLE 14. ADDITIONAL RECITALS**

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

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

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

**(B)** All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program

legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR

part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

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

4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

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

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

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

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

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

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

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

Contractor and Homeowner(s) further agrees to hold harmless and indemnify the County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not the Contractor was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Contractor's activities. Said indemnification by Contractor shall be extended to include all deliverers, suppliers, furnisher of

material or anyone acting for, on behalf of, or at the request of Contractor. Contractor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant. This clause shall survive termination of this Contract.

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

#### **ARTICLE 16. NOTIFICATION**

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

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

#### **ARTICLE 17 - NONDISCRIMINATION**

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

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

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

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 (R) et. seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738,1251 et. seq., Beckford Instructions to Bidders - correction add



and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time, Contractor agrees that:

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

#### **ARTICLE 19. CONTRACT ASSIGNMENT**

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

#### **ARTICLE 20. GOVERNMENTAL AUDIT**

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

#### **ARTICLE 21. CONFLICT OF INTEREST**

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

#### **ARTICLE 22. RECORD RETENTION**

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



**ARTICLE 23. PARTIAL INVALIDITY**

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

**ARTICLE 24. MODIFICATION**

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

**ARTICLE 25. INTEGRATION**

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

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

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

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

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

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

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

**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:** \_\_\_\_\_

## CONTRACT ADDENDUM

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Contractor and Owner entered into a construction contract (the "Contract"), by and through a program offered by Palm Beach County, Florida, under which Contractor shall furnish a certain scope of labor, services and materials in exchange for payment. This addendum to the Contract shall provide Owner certain statutory notices required under Florida law.

Florida Lien Law Notice under Section 713.015, Fla. Stat.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

Statutory Notices:

Construction Defect Notice Under Chapter 558, Florida Statute

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

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

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

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

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

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

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

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