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**SUBSTANTIAL COMPLETION DATE: NOVEMBER 30, 2023**  
**PROJECT CLOSEOUT DATE: DECEMBER 30, 2023**

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**NOTE: CONTRACTOR MUST SUBMIT BID USING THE SCHEDULE OF VALUES PROVIDED.**

**NOTE TO CONTRACTOR: The available Budget for this project is: \$273,081.79**

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**NOTE: CONTRACTOR MUST SIGN AND INCLUDE ADDENDUM #1, ADDENDUM #2, AND ADDENDUM #3 TO THE PREVIOUS BIDS WITH THIS BID PACKAGE.**

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# SECTION 1



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

**INVITATION TO BID (Re-Bid):** House Replacement Program

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

**Property Owner(s):** Colin and Migel Coppins

**Property Address:** 3760 Serubi Avenue, Palm Springs, Florida 33461

**Property Control Number:** 70-43-44-19-17-000-0150

**PRE-BID MEETING:** There will be no pre-bid meeting. All Requests for Information and Requests for Clarification shall be submitted no later than **5:00 PM on November 3, 2022.**

**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 Thursday, November 10, 2022**, at:

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

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

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

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

**SUBSTANTIAL COMPLETION DATE:** **November 30, 2023**  
**PROJECT CLOSEOUT DATE:** **December 30, 2023**

**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.

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

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

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

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

# SECTION 2

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

### **INSTRUCTIONS TO BIDDERS**

**ATTENTION:** Palm Beach County will be undertaking the Demolition of the existing house upon CO being issued by the Building Department of Jurisdiction and the homeowners have moved into the new house.

**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 BELOW PAGES OF THE BID PACKAGE SHALL BE THE REQUIRED BID DOCUMENTS TO BE SUBMITTED TO THE DEPARTMENT.**

1. Section 1 – Invitation to Bid – Page 4 – Filled out completely and signed
2. Section 5 – Federal Requirements for Construction Part 1
  - a. Non-collusion Affidavit of Prime Bidder
  - b. Anti-kickback Affidavit
  - c. Certification of Eligibility of General Contractor
  - d. Certification of Non-segregated Facilities
3. Section 9 – Schedule of Values – all pages with all line items having a value, use Zero (0) if not including in the Bid, and signed
4. Section 10 – Addendum #1 to the Project Specifications - all pages with all line items having a value, use Zero (0) if not including in the Bid, and signed
5. Section 11 – Addendum 1, Addendum 2, and Addendum 3 – Signed and Dated
6. Section 13 – Bid Bond

# SECTION 3



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## GENERAL CONDITIONS

### GC 1 ENTIRE AGREEMENT

1.1 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

### GC 2 INDEPENDENT CONTRACTOR

2.1 Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Contractor shall act as an independent contractor and not as the agent of Owner Representative in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract. Contractor represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner and DHED are **intended express third party beneficiaries** of any such subcontract.

2.3 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

### GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Contractor shall designate a competent, authorized representative acceptable to Owner's Representative to represent and act for Contractor and shall inform Owner's Representative in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. At the Preconstruction Conference, Contractor shall provide resumes of key personnel for Owner's Representative's approval. Contractor shall keep Owner's Representative informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner's Representative shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall

be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner's representative will be a member of the County's Department of Housing & Economic Development. Any Work performed by the Contractor without proper authorization, is performed at the Contractor's risk, and the Owner shall have no obligation to compensate the Contractor for such Work. The Owner has assigned various responsibilities of the Owner to the Architect/Engineer of Record and to DHED in this Contract, and can further assign responsibilities at any time during the duration of this Contract with written notice to the Contractor. The Architect/Engineer of Record will provide answers to RFIs, issue Field Bulletins and Field Instructions, and other related duties, and the Contractor agrees to cooperate with the Architect/Engineer.

3.2 The Contractor's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Owner or Owner's Representative. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason or no reason at all, unacceptable to the Owner or Owner's Representative, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner or Owner's Representative at no additional cost to the Owner.

#### GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: Colin and Migel Coppins  
3760 Serubi Avenue  
Palm Springs, Florida 33461

COUNTY: Dept of Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, Fl. 33406  
ATTN: Charles B. Cheney

CONTRACTOR: (To be identified after award)

4.2 These addresses may be changed by either of the parties by written notice to the other.

#### GC 5 LAWS AND REGULATIONS

5.1 Contractor and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Contractor shall immediately notify Owner and owner's Representative in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Contractor shall immediately report the same in writing to Owner and Owner's Representative who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a Change Order that the Contractor was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Owner shall not be liable for any costs, delays or damages which Contractor incurs as a result of the actions or orders of any other governmental entity or agency.

#### GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner or owner's Representative will determine which shall govern. Contractor acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

#### GC 7 CODE RELATED INSPECTIONS

7.1 The Contractor recognizes that the Building Department of Jurisdiction is charged with the inspection of improvements to real property for code compliance. If the improvements to be made by the Contractor pursuant to this Contract will be subject to inspection by the Building Department of Jurisdiction, the Contractor agrees that it will not assert as a Building Department of Jurisdiction caused delay or as a defense of any delay on the part of the Contractor, any good faith action or series of actions on the part of the Building Department of Jurisdiction, including, but not limited to the Building Department of Jurisdiction's refusal to accept any portion of the Contractor's Work.

#### GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action

shall be in Palm Beach County, Florida.

#### GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

#### GC 10 COMMERCIAL ACTIVITIES

10.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the site.

#### GC 11 COOPERATION WITH OTHERS

11.1 Other contractors and subcontractors may be working at the site during the performance of this Contract. Contractor shall fully cooperate with the Owner, Owner's Representative, and other contractors to avoid any delay or hindrance of their Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

11.2 If any part of the Contractor's Work depends on proper execution or results from any work performed by any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner or Owner's Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractors' work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Contractor unless Contractor gives written notice to Owner and Owner's Representative, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Owner be liable to the Contractor for delay damages.

#### GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Contractor and Owner's Representative during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Representative). Owner or Owner's Representative reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-I and provide to Owner or Owner's Representative monthly:



- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Contractor's Daily Report
- K. Substitution Request Form

12.2 The above listed forms may be available upon request from the Owner's Representative or the Architect/Engineer of Record.

#### GC 13 PUBLICITY AND ADVERTISING

13.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

#### GC 14 TAXES

14.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Contract.

#### GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Contractor mobilization which have not been waived by Owner. Contractor shall advise Owner and Owner's Representative ten (10) days in advance of requirement for any fee amount. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this Project.

#### GC 16 UTILITIES

16.1 The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work

areas to meet the requirements of the Contract. Such utilities shall be furnished by Contractor at no additional cost to the Owner, and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to County's final acceptance of the Work the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

16.3 The Owner shall not pay user fees for water meter(s). The Contractor will include in the base bid the labor, material and equipment costs to install the meter(s).

16.4 Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings' requirements required by utility companies. Owner will assume utility costs after a Certificate of Occupancy has been issued by the Building Department of Jurisdiction. .

#### GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Owner and concurred to by the sureties.

#### GC 18 EXAMINATION OF CONTRACTOR'S RECORDS

18.1 The Owner and Owner's Representative shall, until the expiration of four years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

#### GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Contractor represents that the Contractor, subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, trades persons, manufacturers or other parties required to carry out the Work

involved in this Contract, have been either corrected or clarified prior to execution of this Contract.

19.2 The Contractor represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Contractor's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

## GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Contractor shall provide the Owner and Owner's Representative with one (1) complete set of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Contractor shall notify the Owner, Owner's representative, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with such change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Contractor of all additional cost and time and the Contractor shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall Contractor recover delay or consequential damages.

20.2 The Contractor shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Owner and Owner's Representative of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Contractor shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. The Contractor will be furnished free of charge two (2) copies of drawings and Contract Documents at the Pre-Construction Meeting. Additional copies will be furnished at the cost of reproduction, postage and handling. Contractor shall maintain at the site of the Work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner and Owner's Representative, as well as all trades performing at the Project, access thereto.

## GC 21 CONTRACT INTERPRETATION

21.1 All claims of Contractor and all questions the Contractor may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Owner or Owner's Representative for resolution. Owner, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to GC 22 "DISPUTES". The Contractor's protest shall state clearly and in detail the basis thereof. Owner or Owner's Representative will consider Contractor's protest and render its decision thereon within five (5) calendar days. If Contractor does not agree with the Owner's or Owner's Representative's decision, the Contractor shall immediately deliver written notice to that effect to the Owner or Owner's Representative.

21.2 Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest

Owner's or Owner's Representative's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

## GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and Owner or its representatives. At all times, Contractor shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Contractor's failure to protest Owner's or Owner's Representative's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

22.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

## GC 23 SUSPENSION

23.1 Owner or owner's representative may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Contractor will be notified of such decision by Owner or Owner's Representative in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Contractor shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

1. immediately discontinue Work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner or Owner's Representative, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. continue to protect and maintain the Work including those portions on which Work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Contractor during the period of suspension of Work

which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;

2. All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment;
3. An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Contractor of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Contractor be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner or Owner's Representative suspension. Upon receipt of notice to resume suspended Work, Contractor shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Contractor for time and/or compensation arising from suspension shall be made within five (5) calendar days after receipt of notice to resume Work and Contractor shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Contractor non-compliance with the requirements of this Contract.

#### GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Contractor to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract, shall be sufficient grounds for the Owner or Owner's Representative to find the Contractor in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Contractor and approved by the Owner or Owner's Representative. If a finding of default is made, the Contractor and its Surety shall remain responsible for performance of the requirements of the Contract unless and until the Owner terminates the Contract. Upon a finding of default, the Owner or Owner's Representative shall set a reasonable time within which the Contractor and its surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner or Owner's Representative shall notify the Contractor and its surety in writing that the default has been corrected and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the Owner or Owner's Representative may terminate the Contract and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its surety.

#### GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligations under this Contract if it:

- A. Performs Work which fails to conform to the requirements of this Contract;

- B. Fails to meet the Contract schedule or fails to make progress so as to endanger performance of this Contract;
- C. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- D. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Owner or its authorized representatives shall notify Contractor in writing of the nature of the failure and of Owner's or Owner's Representative's intention to either terminate the Contract for default, or to declare the Contractor to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Contractor or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's surety(ies), if any, terminate in whole or in part Contractor's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

25.4 Contractor and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 Upon termination for default Contractor shall:

- a. immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of Work terminated;
- b. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of Work;
- c. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- d. cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- e. comply with other reasonable requests from Owner regarding the terminated Work; and
- f. continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "OPTIONAL TERMINATION".

#### GC 26 OPTIONAL TERMINATION

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Contractor and its surety shall, unless the notice requires otherwise:
1. Immediately discontinue Work on the date and to the extent specified in the notice;
  2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
  3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
  4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Owner;
  5. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;
  6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
  7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
  2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
  3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as

profit for all Work satisfactorily performed by Contractor.

26.3 Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein. Owner or Owner's Representative shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

#### GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Contractor's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Owner or Owner's Representative.

27.2 The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work;
- C. Activities on the progress schedule current as of the time of the delay or change in the Work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in Work impacts the Critical Path (submittal of CPM schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

27.2.1 The Contractor acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- 1. All schedule updates, submittals and other requirements of this General Condition have been met;
- 2. The delay must be beyond the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
- 3. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;
- 4. The schedule must clearly display that the Contractor has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Contractor or the Owner; and
- 5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the



period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Owner's or Owner's Representative determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Contractor shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner and the Owner's Representative in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Contractor shall provide in writing the information stated above.

27.5 The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

27.6 For all changes in the Work in which the Contractor claims entitlement to a time extension, the Contractor shall provide to the Owner and the Owner's Representative the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Contractor's failure to provide such information shall constitute a waiver by the Contractor and a denial of any time extension for that change in the Work. Further, upon execution by the Owner of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

## GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Contractor warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in the contractor's design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail)

from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from Owner or Owner's Representative of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to Owner or Owner's Representative.

28.4 Owner and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

28.5 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials, and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, Owner or Owner's Representative may perform or cause to be performed the same at Contractor's expense.

28.6 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Owner or Owner's Representative. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, then the Owner or Owner's Representative may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the Owner or Owner's Representative for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner or Owner's Representative may pursue any and all legal or equitable remedies it may have against the Contractor.

28.7 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner or Owner's Representative agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of his responsibility.

28.8 The terms of this section shall not modify, restrict or limit the County's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Contractor of its responsibilities for the performance of the original Work in accordance with the requirements of the Contract Documents and will not limit the County's remedies at law, in equity or under

Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Contractor's warranties (express or implied), Contractor's performance, or Contractor's duties and liabilities under the Contract Documents and shall not limit or restrict the County's remedies or damages at law, in equity, or under contract.

28.9 Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to the Contract Documents and this general condition. Sureties responsibilities include liquidated damages as provided in the Contract Documents.

28.10 The provisions of this section 28 shall survive the termination or expiration of this Contract.

#### GC 29 PATENT INDEMNITY

29.1 Contractor hereby indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the Contract.

29.2 Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or Owner's representatives. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section 29 shall survive the termination or expiration of this Contract.

#### GC 30 INDEMNITY

30.1 Contractor shall indemnify and hold harmless the Owner and the Owner's Representatives and each of their respective officials, agents, employees and assigns from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract. Notwithstanding the foregoing the indemnification obligation of the Owner and Owner's officials, agents, employees

and assigns is limited to One Million Dollars per occurrence.

30.2 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall defend, indemnify and hold the Owner and the Owner's Representative and their respective officials, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of these General Conditions.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, Contractor further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.4 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Contractor" shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Contractor.

30.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all claims against the Owner or Owner's Representative by any third party or third party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.

30.7 In any and all claims against those indemnified hereunder by any employee of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

30.8 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof

to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

30.9 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

## GC 31 INSURANCE

31.1 General Requirements. The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Contractor shall deliver to Owner's Representative certificate(s) of insurance evidencing that such policies are in full force and effect, no later than the date specified in the Contract and prior to commencement of Work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as Owner's Representative's approval of insurance coverage to be 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.

31.2 Commercial General Liability. Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Commercial General Liability shall name both the County and Owner as additionally insured.

31.3 Business Automobile Liability. Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

31.4 Worker's Compensation & Employer's Liability. Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of worker's compensation

coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any Work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Worker's Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis.

31.5 Additional Required Insurance. The Contractor shall agree to maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of equipment for which each insurance coverage described below have been designed specifically to provide coverage for:

31.5.1 Watercraft Liability. With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

31.5.2 Aircraft Liability. With respect to any of the Work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

31.5.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site, and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Certificate of Occupancy has been obtained, or until no one but the County has any property interest in the Project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

The Contractor shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the County will be responsible for the deductible (up to \$25,000) for losses of any Act of God.

31.5.4 Inland Marine/Transit Insurance. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

31.6 Satisfying Limits under an Umbrella Policy. If necessary, the Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.7 Additional Insured. The Contractor agrees to endorse Palm Beach County and the owner as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.8 Loss Payee. The Contractor shall agree to endorse the County as a Loss Payee on the Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Contractor shall agree the Loss Payee endorsement provides coverage on a primary basis.

31.9 Waiver of Subrogation. The Contractor shall agree by entering into this Contract to a

Waiver of Subrogation for each required policy providing coverage during the life of this Contract. 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 the Contractor shall agree to 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Right To Review & Adjust. The Contractor shall agree, notwithstanding the foregoing, that the Owner's Representative DHED, by and through Palm Beach County's Risk Management Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverage, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Owner's Representative reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Owner's Representative shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

3.11 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction Project or otherwise.

3.12 Certificate of Insurance. Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

In the event that Owner's Representative is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to Work pursuant to this Contract unless all required insurance remains in effect. The Owner's Representative and the Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Owner's Representative. The Owner's Representative and Owner reserve the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the Owner's Representative and Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

#### ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE



1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its' officers, agents and employees, and the Owner as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate Owner's name and DHED as department to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builder's Risk and any Inland Marine coverage.
6. Contractor shall deliver original Certificate(s) of Insurance to the following:  
Palm Beach County  
Department of Housing & Economic Development, CIREIS Division  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406
7. Renewal Policies - The Contractor shall promptly deliver to the Owner's Representative (DHED) a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to DHED not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Owner's Representative, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Contractor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage and Limit Table below

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS	CONTRACTS \$500,000 OR MORE

INSURANCE COVERAGE & LIMIT TABLE		
	THAN \$500,000	
<b><u>COMMERCIAL GENERAL LIABILITY:</u></b> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
Additional Insured endorsement required:	Yes	Yes
<b><u>COMPREHENSIVE AUTO LIABILITY:</u></b> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<b><u>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY:</u></b> Coverage not less than:	Statutory	
Employers Liability Limits:	\$100/500/100	
<b><u>WATERCRAFT LIABILITY:</u></b> Limit of Liability not less than:	\$5,000,000 per occurrence	
Additional Insured endorsement required:	Yes	
<b><u>AIRCRAFT LIABILITY:</u></b> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than:	\$1,000,000 per passenger	
Additional Insured endorsement required:	Yes	
<b><u>INLAND MARINE COVERAGE:</u></b> Limit not less than:	Highest value exposed during the construction project.	
Additional Insured & Loss Payee endorsements required:	Yes	
<b><u>BUILDERS RISK:</u></b> Limit not less than:	The total Project completed construction value as well as subsequent modifications to that sum.	
Endorsement to waive coverage termination from Occupancy Clause.	Yes	
Endorsement coverage until final acceptance of the Project by Certificate of Occupancy by the Owner.	Yes	
Additional Insured & Loss Payee endorsements required:	Yes	

## GC 32 SITE CONDITIONS

32.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability; water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Owner; physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Contractor, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the

ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

#### GC 33 DIFFERING SITE CONDITIONS

33.1 Contractor shall notify Owner or Owner's Representative, within 24 hours of discovery, in writing and before proceeding with any Work which Contractor believes constitutes a differing site condition with respect to: (1) subsurface or latent physical conditions at the jobsite differing materially from those indicated in this Contract; or (2) unknown physical conditions at the jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

33.2 Owner and Owner's Representative will, as promptly as practicable, investigate such conditions and if it determines that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of or the time required for performance of any part of any Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this clause will be allowed unless Contractor has given the required notice.

#### GC 34 ACCESS TO WORK AREAS

34.1 Owner, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Contractor's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner or Owner's Representative. Access routes may also be used by Owner's Representatives and city or County employees and inspectors, and other contractors. No other access points shall be allowed unless approved by the Owner or Owner's representative. All contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

#### GC 35 CONTRACTOR INGRESS AND EGRESS

35.1 Contractor's access to the work area will be permitted only through approaches which will be designated by Owner or owner's Representative, and then only in such manner that Contractor's

traffic will not interfere with Owner's use and occupation unless otherwise agreed in advance. Contractor shall, at all times, maintain free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

#### GC 36 PRECONSTRUCTION/PREDEMOLITION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction/pre-demolition conference will be arranged by the Owner or Owner's Representative. In attendance at said conference will be Owner and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established. A schedule of values (conforming to the requirements of GC 68) must be submitted to the Owner and Owner's Representative no later than the time and date of the pre-construction/pre-demolition conference.

#### GC 37 CONTRACTOR MEETINGS

37.1 The Contractor shall, at its expense, as requested by Owner or Owner's Representative, attend any and all meetings called by Owner or Owner's Representative to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner or Owner's Representative with typed minutes of each meeting distributed to all attendees.

#### GC 38 NOT USED

#### GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's or owner's Representative's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

#### GC 40 CONTRACTOR'S WORK AREA

40.1 All Contractors' work areas on the jobsite will be assigned by Owner or Owner's Representative. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor may provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose

whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land.

#### GC 41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

41.1 Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish Owner or Owner's Representative such information and drawings relative to such equipment, plant facilities as Owner and Owner's Representative may request.

41.2 Upon written order of Owner, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

#### GC 42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner or Owner's Representative to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction, demolition, or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Owner's or Owner's Representative's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Contract. The Owner or owner's Representative shall notify the Contractor of defective or unacceptable Work if the Owner or Owner's Representative discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the General Conditions Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Contractor shall waive "common practice" and "common usage" as construction or demolition criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner and Owner's Representative immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

42.5 Owner's Representative DHED will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Contractor for incorporation into the Work will be by Owner's Representative DHED. This function by Owner's Representative will apply both to approvals for the Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for Owner's or Owner's Representative's review and approval, supported by sufficient evidence of conformity with the Contract.

#### GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner or Owner's Representative to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates and additional information as may be required by the Owner for proposed substitute items as required by GC 46 "CONTRACTOR FURNISHED DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner or

Owner's Representative will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional 15 days for Owner's or Owner's Representative's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Contractor must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Owner or Owner's Representative rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category. On the second request, and all future requests, the Contractor shall be invoiced the expenses (including Owner, and Design Professionals cost and overhead) involved in reviewing submittal data.

#### GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner or Owner's Representative. Owner or Owner's Representative shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner or Owner's Representative, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

#### GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed and/or performed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Owner's Representative in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction and/or demolition control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the Project area who shall be employed by the Contractor at its expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Construction Drawings, the Contractor shall develop and make all detail surveys necessary for construction and/or demolition including establishment or construction of grid coordinates as

shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Contractor shall furnish survey, sketch and legal necessary for utility easements.

45.3 The Contractor shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Contractor resulting from its negligence, or for any other reason, Contractor shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Contractor, and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

#### GC 46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner's Representative as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Owner's Representative for review, shall be submitted attached to forms provided by Owner's Representative..

46.2 Transmittals from the Contractor to the Owner's Representative and/or Architect/Engineer of Record shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and the Contract."

\_\_\_\_\_  
SIGN  
"XYZ Construction Company"

\_\_\_\_\_  
DATE

#### 46.3 Drawings



46.3.1 Where drawings, if applicable, are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Contractor must allow at least 21 calendar days for review by Owner, Owner's Representative, Or Architect/Engineer of Record. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

46.3.2 For drawings, if applicable, greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner, Owner's Representative, or Architect/Engineer of Record by and at the expense of the Contractor. The Owner's Representative and/or Architect/Engineer of Record will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject the reproducible and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose or electronically. The reproducible with the Owner's Representative and/or Architect/Engineer of Record review comments will be returned to the Contractor. A reproducible copy of the drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Owner's Representative and/or Architect/Engineer of Record.

**46.3.3 If drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.** If the Owner's Representative and/or Architect/Engineer of Record approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings, if applicable, of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings, if applicable, submitted by the Contractor shall be certified and dated by the Contractor on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Owner's Representative and/or Architect/Engineer of Record will conduct a review of Contractor's drawings and a drawing marked with one of the following review comments will be returned to the Contractor.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.

5. Not required for review.

46.3.6 The Contractor must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittals, if available, shall be presented at the pre-construction meeting. Contractor must allow at least fourteen (14) calendar days for Owner's, Owner's Representative's, and/or Architect/Engineer of Record's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review and approval. Each sample shall bear a label showing the Contractor's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

46.4.3 Samples which have been reviewed and approved may be returned to the Contractor for incorporation into the Work.

46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, three (3) copies of each shall be submitted by and at the expense of the Contractor. The materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the CPM schedule. Allow at least fourteen (14) calendar days for Owner's, Owner's representative's and/or Architect/Engineer of Record's review and approval. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review and approval.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specifications, on forms provided by the Owner's Representative and/or Architect/Engineer of Record. Owner, Owner's Representative, and/or Asrchitect/Engineer of Record will conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed above will be returned to the Contractor.

GC 47 CONSTRUCTION AND DEMOLITION SCHEDULES

47.1 For projects valued at less than \$500,000 or have a total construction time of less than 120 days, a bar chart type schedule may be submitted in lieu of the CPM schedule specified below. All other requirements regarding content, submittals, and updates shall remain.

47.2 The Project shall be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of all Contractor performance. The Contractor shall, within fourteen (14) calendar days after execution of the construction contract submit to Owner and Owner's Representative for acceptance a bar chart construction schedule illustrating how they shall achieve Substantial Completion of the project pursuant to the Contract Dates. The Schedule in the form of a bar chart indicating the initial activities of the Project including submittals. This Schedule must be accepted by the Owner and Owner's representative prior to application for the first progress payment. The Contractor, shall within fourteen (14) calendar days from the execution of the Contract, submit to Owner and Owner's Representative for acceptance a detailed fabrication and construction schedule based on a critical path analysis of construction activities and sequential operations needed for the orderly performance and completion of any separable parts of any and all Work in accordance with the Contract (the Critical Path or CPM schedule). The total project duration of the CPM schedule shall equal the contract duration(s) specified in the Contract.

47.3 The CPM schedule and all reports shall be prepared with computer software by Microsoft Project, Primavera Project Planner, or Primavera SureTrak.

47.4 The construction and demolition schedules shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the site of Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

The construction and demolition schedules shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays, unless approved by the Owner's Representative.
6. Contractual and other major milestones including phasing.

7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Owner activities or activities by others which will affect the Contractor's Work.

47.5 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner and Owner's Representative.

47.6 The detailed CPM schedule submittal shall include Three (3) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
  - Sorted by activity
  - Sorted by total float
  - Sorted by early start
3. Precedence and successor report
4. Narrative report, if requested by Owner's Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.7 The detailed CPM Schedule shall be updated monthly and submitted along with the Application for Payment. Contractor shall meet with the Owner, Owner's Representative, and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for Change Orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.8 If requested by the Owner's Representative, the Contractor shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Contractor and the Owner's Representative and/or Architect/Engineer of Record. When requested, the narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.9 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction and/or demolition progress, analyze scheduling problems for resolution, update the Construction and Demolition Schedules as required in the

Contract, and maintain updated information as required regarding the interface with other contracts.

47.10 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Contract completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

1. Increase construction and/or demolition manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
3. Reschedule the Work in conformance with the specification requirements.

Prior to proceeding with any of the above actions, the Contractor shall notify the Owner and Owner's Representative of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

#### GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner, Owner's Representative, and/or Architect/Engineer of Record within three days of each incident.

#### GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage which results from the sole active negligence of the Owner or its representatives.

49.2 Permanent openings or thoroughfares for the introduction of Work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

#### GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner's Representative and/or its Insurance Representative.

50.2 Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which are acceptable to the Owner's Representative and/or its insurance representatives.

50.3 Unless otherwise specifically provided in the Contract, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner's Representative. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner and Owner's Representative of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of Work.

50.4 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner or Owner's Representative, do not reasonably interfere with the performance of this Contract.

50.5 Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

#### GC 51 LABOR

51.1 Contractor is solely and exclusively responsible for the supervision and control of all Contractor's personnel on site. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner's Representative, remove from the jobsite any personnel of Contractor working in violation of any provision of this Contract.

51.2 Disputes between Contractor and its subcontractor regarding work assignments and the settlement of jurisdictional disputes shall conform with either the "Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Contractor is solely and exclusively responsible for ensuring and providing for jobsite safety and conditions. Contractor shall enforce all Owner or Owner's Representative jobsite condition safety rules and regulations which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

51.4 The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall 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 is otherwise entitled.

51.5 Contractor shall submit a "Contractor's Weekly Report" (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted weekly to Owner's Representative.

## GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.
- C. The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'

representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner's Representative and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- H. The Contractor shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

## GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

### 53.1 Responsibility for Safety and Health

53.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same



to the Owner's Representative. The Owner's Representative may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

53.1.2 All Work, whether performed by the Contractor, its subcontractors or sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Contractor is solely and exclusively responsible for worksite safety. If the Owner receives notice or is made aware that the Contractor has failed to provide a safe area for the performance of the Work or any portion thereof, then the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area until the Contractor remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

53.1.4 The Contractor is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. If the Owner receives notice or is made aware that the Contractor has failed in its duty to ensure that proper safety equipment is used by the workers, then the Owner shall have the right, but not the obligation, to suspend Work until the Contractor corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

## 53.2 Protection of Work and Property; Responsibility for Loss

53.2.1 The Contractor shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner, Owner's Representative and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required, to make periodic patrols of the Job Site as a part of its normal safety, loss control and security

programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Construction Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the Owner (unless (1) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder).

### 53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner or Owner's Representative in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

### 53.4 Emergencies

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to persons or property, or to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the Owner or

Owner's Representative to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner or Owner's Representative may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner or Owner's Representative in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the Owner and owner's Representative harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

### 53.5 Owner's Standards

53.5.1 The Owner or Owner's Representative reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

## GC 54 PROJECT SITE PROTECTION

54.1 Contractor, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled "SAFETY & PROTECTION OF PERSONS & PROPERTY" in a satisfactory condition until removal is authorized by Owner or Owner's Representative. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner or Owner's Representative. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

## GC 55 FIRE PREVENTION

55.1 Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Project Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner.

Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

#### GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

#### GC 57 BEST MANAGEMENT PRACTICES

57.1 Contractor shall be responsible for evaluating the site before construction and/or demolition is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDC) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that “Best Management Practices for the Construction Industries” be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Contractor shall familiarize itself with the manufacturer’s safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction and/or demolition, all unused and waste Regulated

Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

#### GC 58 DUST CONTROL

58.1 The Contractor, for the duration of the Work, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner or Owner's Representative will be permitted.

58.2 The Contractor shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Owner's or Owner's Representative direction to insure dust control is being managed and maintained.

#### GC 59 WATER POLLUTION

59.1 Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

#### GC 60 AIR POLLUTION

60.1 The Contractor shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

#### GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the Owner and Owner's Representative immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner's Representative. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

61.2 In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the Owner and Owner's Representative and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractors' sole cost and expense. Further, Contractor shall indemnify and hold harmless the Owner and Owner's Representative and their officials, agents, and employees from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

61.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

#### GC 61(a) ASBESTOS NOTIFICATION AND WET DEMOLITION OF EXISTING HOME

61(a).1 Prior to the renovation and/or demolition of any structure, Palm Beach County, through its Facilities Development and Operations Department ("FDO") or through the DHED (together "FDO-DHED") conducts an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or through contracts for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted for by FDO-DHED.

61(a).2 Prior to the renovation and/or demolition of any structure, FDO-DHED may facilitate the removal of all ACBM that may be disturbed during the renovations and/or demolition, (except bituminous roofing materials), unless stated otherwise in the Contract. If FDO-DHED facilitates the removal of all ACBM, all asbestos removal is conducted by a Florida licensed asbestos contractor contracted for by FDO-DHED.

61(a).3 An asbestos survey report, asbestos abatement report, and/or Wet Demolition Specifications may be included as part of the Contract. If not attached, it is the Contractor's responsibility to contact the Owner's Representative and request the report.

61(a).4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Contractor must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials. The Owner's Representative may provide an asbestos survey of the roof.

61(a).5 If materials are discovered that are suspected asbestos materials that were not previously sampled, Contractor must stop all work that will disturb these materials and immediately notify the Owner's Representative.

#### GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner, Owner's Representative and/or Architect/Engineer of Record. The Owner, Owner's Representative, and/or Architect/Engineer of Record has the right but not the obligation to perform such quality surveillance, observations or quality audit as Owner, Owner's Representative, and/or Architect/Engineer of Record deems necessary. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner, Owner's Representative, and/or Architect/Engineer of Record shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. The Owner, its agents, employees and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Owner, Owner's Representative, and/or architect/Engineer of Record, in its sole discretion, shall determine is appropriate. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by Owner, Owner's Representative, and/or Architect/Engineer of Record, the cost of any necessary uncovering and replacing shall be borne by Contractor. Owner, Owner's Representative, and/or Architect/Engineer of Record have no duty or responsibility to inspect or audit Contractor's work and in doing so they do not assume any liability or responsibility for Contractor's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner, Owner's Representative, and/or Architect/Engineer of Record thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, Owner's Representative, and/or Architect/Engineer of Record, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner, Owner's Representative, and/or Architect/Engineer of Record shall notify Contractor in writing that such material, equipment or Work is rejected and the Owner or Owner's Representative reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

#### GC 63 TESTING

Unless otherwise provided in the Contract, drawings and specifications, shop testing of materials or Work shall be performed by the Contractor at its expense and in accordance with the technical specifications. Field testing of materials or Work shall be performed by Owner's Representative and/or Architect/Engineer of Record. Should tests in addition to those required by the specifications be desired by Owner's Representative and/or Architect/Engineer of Record, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Contractor's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's

expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of Work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require Owner's Representative's and/or Architect/Engineer of Record's testing services are required. Contractor shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

#### GC 64 PROGRESS

64.1 Contractor shall give Owner's Representative full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner's Representative may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner's Representative, Contractor does not improve performance to meet the currently approved Contract construction schedule, Owner or Owner's Representative may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner Owner's Representative nor Owner's or owner's Representative's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by the Contract.

64.2 Failure of Contractor to comply with the instructions of Owner, Owner's Representative, and/or Architect/Engineer of Record may be grounds for determination by Owner or owner's Representative that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner or Owner's Representative may terminate Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

#### GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the County's bond waiver limit of \$200,000, then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the County's bond waiver limit of \$200,000, bonding will continue to be required. **Contractor shall provide notice to its surety(ies) of all Change Orders. Failure of surety to receive notice shall not be a defense nor act as a waiver of any surety's obligations hereunder.**

65.2 Owner, Owner's Representative, and/or Architect/Engineer of Record will issue written orders to Contractor for any changes except that in the event of an emergency which Owner, Owner's Representative, and/or Architect/Engineer of Record determines endangers life or property, Owner, Owner's Representative, and/or Architect/Engineer of Record may issue oral orders to Contractor for any Work required by reason of such emergency. Such orders will be



confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Contractor shall commence such changed Work so that all dates set forth in Contractor's current construction schedule as accepted by Owner or owner's representative will be met. In the event of an emergency which Owner, Owner's Representative, and/or Architect/Engineer of Record determines endangers life or property, Contractor shall immediately commence such changes as required by Owner, Owner's Representative, and/or Architect/Engineer of Record in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of the General Conditions entitled "TERMINATION FOR DEFAULT".

65.4 Unless otherwise required, Contractor shall, within five (5) calendar days following receipt of a written contract Field Bulletin, submit in writing to Owner, owner's Representative, and/or Architect/Engineer of Record a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered. A time extension for Work associated with an Owner change for which the Contractor has not submitted its change proposal or its subsequent revisions to the change proposal within ten (10) calendar days will not be allowed.

65.5 The proposal shall state the Contractor's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

65.6 Under no circumstances shall Contractor apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula.

65.7 Any time extension request shall be submitted in accordance with GC 27. Owner, Owner's Representative, and/or Architect/Engineer of Record may make changes to the Work after the contractual Substantial Completion date and will state in the added work directive if the completion of the Work is required for Substantial Completion. If the Work is required to be completed before Substantial Completion, then the provisions of GC 27 apply. If the Work may be completed after Substantial Completion, then the Work will be considered as a separate phase of the Contract with a separate time frame and completion date and will not affect the contractual

Substantial Completion date.

65.8 If Contractor does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Owner or Owner's Representative may direct and Contractor shall proceed upon direction (Construction Change Directive) with such change. A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Contractor's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner, Owner's Representative, and Contractor agree with the determination made by the Architect/Engineer of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Contractor shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Contractor commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Contractor shall keep accurate records of the actual cost to Contractor for such change. Costs for which Contractor shall be entitled to compensation on a time and material basis as described above, are as follows:

- A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner's Representative and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner's Representative.

- B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment or tools with a new cost of greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Owner's Representative and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair

parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract shall be those contained in the "RENTAL RATE BLUE BOOK" as published by EquipmentWatch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time Work for any specific change is performed. When equipment is used for time and materials change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner's Representative.

When the operated use of equipment is infrequent and, as determined by Owner's Representative, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's Representative's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract Work is used for time and material changed Work, the applicable rental rate shall be the actual rate paid by the Contractor at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Contractor based on invoices, provided that prior written approval has been given to Contractor.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Contractor for equipment repair or equipment maintenance.

- C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner, Owner's Representative, and/or Architect/Engineer of Record. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner, Owner's Representative, and/or Architect/Engineer of Record of such use of such materials.
- D. Contract and Outside Service Costs - Payment for Work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner or Owner's Representative before the subcontractor starts to work on the

change.

- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner's Representative.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Contractor is entitled an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit, which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. For all Work done by the General Contractor's own forces, the Contractor may add an overhead and profit fixed fee as agreed upon with Owner's Representative up to 15% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The general contractor may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No Change Order or CCD shall be valid until approved and signed by the Owner, Owner's Representative and the Architect/Engineer of record. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner, Owner's Representative, and/or Architect/Engineer of Record may cause to be issued an appropriate Change Order to the Contract with or without the Contractor's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Time and are not inconsistent with

the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly, and the Contractor shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner and Owner's Representative.

65.13 Execution of Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

#### GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings if applicable:

1. Conformed Documents - Prior to the first application for payment, Contractor shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
2. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between Work as shown and Work as installed. These drawings shall be available to Owner and Owner's Representative for inspection at any time.
3. Final Records - Prior to request for Substantial Completion, the Contractor shall furnish to Owner's Representative a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner or Owner's Representative, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provided by Contractor a minimum of 30 days prior to needed utility service.

B. Specifications if applicable:

1. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner and Owner's Representative for inspection at any time.
2. Final Records - Prior to request for Substantial Completions, the Contractor shall furnish to Owner's Representative a complete set of marked-up as-built

specifications with RECORD clearly printed on cover. Owner or Owner's Representative, at its expense, will furnish Contractor a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals – As a condition precedent to Substantial Completion, the Contractor shall furnish to Owner and Owner's representative one (1) complete set of manuals and applicable operating instructions as referenced in technical specifications. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

D. Endorsement:

1. Contractor shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.
2. The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Contractor and submitted in writing for Owner's, Owner's Representative's, and Architect/Engineer of Record's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Contractor up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates for materials or equipment not incorporated into the Work will not be accepted. A format for such estimates shall be determined by the Owner's Representative according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

67.2 The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner Owner's Representative, and Architect/Engineer of Record, of units of Work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.3 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are installed at the Project Site.

67.4 Materials and construction components must be installed and in place to be included in

any subsequent payment request. No payment shall be made for stored materials.

67.5 Contractor shall make all surveys necessary for determining the amount and value of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Contractor for the purpose of determining amount and value shall be furnished to Owner or Owner's Representative upon request. Contractor shall notify Owner's Representative prior to the time such surveys are made. Owner's Representative, at its discretion, may arrange to have its employees or inspectors or agents witness and verify all surveys made by Contractor for determining quantities of Work to be paid for under the Contract.

The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Owner's Representative.

67.6 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner or Owner's Representative of any of the terms contained herein.

#### GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Contractor shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner's Representative and Architect/Engineer of Record for review and approval prior to "Commencement of Work."

Unless specifically included as a line item in the bid proposal form, "mobilization" will not be considered a line item.

For lump sum projects, the general conditions costs will be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs).

1. Contractor's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction and "Wet Demolition".
5. Bonds and Insurance.

Progress Payments for General Conditions Costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full.

Prior to initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Department of Housing and Economic

## Development.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Project schedule.
4. Certified copy of recorded bonds. The County's contract number will be provided after award of the Contract and Contractor shall include this number on the bond prior to recording the bond. County will not make any payment to Contractor until Contractor has complied with this requirement.

68.2 The Contractor will prepare and submit one (1) original copy of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form required by the Owner's Representative and/or the Architect/Engineer of Record. All information must be completed for the pay application to be accepted. These payment applications will be reviewed by all parties. The Contractor shall submit the Pay Application to the Owner, the Owner's Representative, and/or the Architect/Engineer of Record, whose approvals are required prior to submission for payment by DHED.

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's Representative's and/or the Architect/Engineer of Record's instructions. Otherwise, the Contractor shall prepare and submit to Owner's Representative and/or Architect/Engineer of Record an invoice in accordance with the estimate as approved. Owner's Representative will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). Owner's representative shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's Representative's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the DHED director. In the absence of the DHED director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner's Representative of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

Retainage, if applicable, in the maximum amount allowed by law, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved and providing there are no good faith disputes, claims or demands of the Owner or Owner's Representative, the



Contractor may request the payment of up to one-half of the retainage held by the Owner on previous pay requests.

After 50% completion of the Work has been achieved and providing there are no good faith disputes, claims or demands of the Owner or owner's Representative, the Owner's Representative will implement a reduction in retainage to 5% on all future pay requests. When retainage is reduced, Contractor may withhold more than 5% retainage from subcontractors or suppliers only when done in accordance with the provisions of the Local Government Prompt Payment Act, may not request such withheld funds from the County, and will be required to certify compliance with F.S. 218.70 *et. seq.* on each subsequent pay application.

The Contractor may request at any point the release of retainage from the Owner attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been installed and accepted by the Contractor. Owner's Representative may approve such requests on a case by case basis at the Owner's Representative's discretion. In order to substantiate such a request, the Contractor must submit the request in writing to the Owner and attach a statement of the Contractor that the subcontractor has successfully completed the work or the supplier has delivered acceptable materials and the materials are installed and there are no disputes, demands or claims outstanding with respect to the completed work or installed delivered materials. Owner's representative reserves the right to request additional documentation supporting Contractor's request for release of retainage on completed work or installed delivered materials, including a consent from the Contractor's Surety.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the Work the Owner's Representative determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the County has paid 50% of the Contract amount and 50% of the Contract time has expired.

All retainage released by the Owner to the Contractor which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Contractor to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the General Contractor for the portion of Work up to the date of that particular pay application.
2. An Owner's Representative's approved construction schedule update

68.5 Intentionally Deleted.

68.6 If one or more "Notice of Non-Payment" is received by the Owner and/or Owner's Representative, no further payments will be approved until non-payment(s) have been satisfied

and an original "Release of Claim" for each "Notice" has been submitted to the Owner's Representative. Upon request, Contractor shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner's Representative may allow, with consent of Surety and indemnification of the County against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Contractor by Owner or third parties, including claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such claim; or
2. Contractor is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid, or if liquidated damages are accruing; or
4. Defective work or material is not remedied; or
5. Contractor persistently fails to carry out the Work in accordance with the Contract; or
6. Contractor fails to submit the information required by this Contract; or
7. Contractor fails to submit an Owner Representative approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Contractor or property of Owner connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from Owner or Owner's Representative to do so, Owner or Owner's Representative may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any claim or lien against Contractor is discharged by Owner or owner's Representative after final payment is made, Contractor and its surety or sureties shall promptly pay Owner or Owner's Representative if paid by Owner's Representative all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Contractor may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the project.
2. Complete final cleaning of the Work.
3. Completion of Architect/Engineer of Record's, Owner's, and Owner's Representative's Punch List
4. Submit record documents (record drawings), if applicable.
5. Submit listing of Work to be completed before final acceptance.
6. Settle liens and other claims.
7. Obtain Consent of Surety for partial release of retainage.
8. Settle Liquidated Damages due to Owner, if any.
9. Conditional Final Waiver and Release of Claim signed by Contractor.

68.10 Upon receipt by Owner's Representative of Contractor's written "Notice of Final Completion" of its Work under this Contract, in accordance with GC 72, Owner's Representative and/or Architect/Engineer of Record shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Contractor completes and submits the items listed below, the Contractor may submit a final invoice.

1. Complete all Work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Contractor.

#### GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner's Representative, any portion of Work performed by Contractor is in a condition suitable for use, Owner's Representative and/or Architect/Engineer of Record may issue a certificate of Substantial Completion. Such certificate of Substantial Completion will be issued in accordance with the applicable requirements of General Condition 71 "SUBSTANTIAL COMPLETION". Such certificate shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner, Owner's Representative, and/or Architect/Engineer of Record of any of the conditions thereof, provided, that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Contractor's failure to comply with the provisions of the Contract, such work proves to be unsatisfactory to Owner, Owner's Representative, and/or Architect/Engineer of Record, Owner, Owner's Representative, and Architect/Engineer of Record shall have the right to demand correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such Work to comply with the Contract.

#### GC 70 ALLOWANCES AND UNIT PRICES

70.1 The bidders shall include in the base lump sum bid all unit prices and allowances if so required in the Special Conditions or applicable parts of the Bid Proposal Form. Items covered by unit prices shall be supplied for such amounts as the County may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive", including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

#### GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established in the Contract or by the Architect or Engineer (A/E) and approved by the Owner's Representative when the Project is sufficiently complete. The Architect/Engineer of Record issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion in accordance with General Condition 69, the Owner's Representative and/or the A/E will notify the Contractor of which items listed below must be complete for partial utilization.

71.2 The Contractor shall notify the A/E in writing when the Contractor considers the Project Substantially Complete and attach a comprehensive list of incomplete Work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Contractor, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Contractor's list is not complete.

71.4 The following items shall be completed prior to a request by the Contractor for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction and/or demolition is completed.
3. All mechanical and electrical Work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All project components including floors, glass and metal Work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order.

All keys and blanks shall have been provided.

8. Project site shall be cleared of the Contractor's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Owner.
12. All required spare parts as well as any special tools shall have been provided.
13. All HVAC testing and balancing reports shall have been submitted and approved.
14. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection called by the Contractor, for reasons which are the fault of the Contractor, the cost of any subsequent inspections requested by the Contractor for the purpose of determining Substantial Completion shall be the responsibility of the Contractor and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 *et seq.*, A/E and/or Owner's Representative will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Contractor within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete the Work pursuant to the Contract.

## GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Contractor considers that all Work under the Contract is complete as previously referenced in GC 71, Contractor shall so inform Owner's Representative and A/E in writing, "Notice of Final Completion". When items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner's Representative and A/E are satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Owner's Representative and/or A/E shall notify the Contractor in writing of final acceptance of its Work under this Contract. The Owner's Representative will then make final payment to the Contractor in accordance with the terms of General Condition 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.
2. At the discretion of the Owner's Representative, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Owner's Representative and/or A/E within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Contractor does hereby waive any and all claims to all monies withheld by the Owner's Representative to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Contractor of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the Owner's Representative and correct and pay for any damage to other Work resulting therefrom as set forth in General Condition 28 entitled "WARRANTY".

#### GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Contractor represents to the Owner that neither the Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Contractor agrees to give written notification and obtain the approval of the Owner's Representative before entering into any Contract on this Project with any subcontractor or materialman where there exists any identity of interest.

#### GC 75 CLEANING UP

75.1 Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

#### GC 76 PROJECT SIGNS

76.1 Contractor, at no additional cost to the Owner, shall construct a project job sign as indicated and described on Site Sign Detail. Contractor shall coordinate location of sign with Owner's Representative and install such sign within 21 days after Owner's Representative's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Contractor's expense. Contractor will remove and properly dispose of sign at Substantial

Completion of the Project. With the exception of the right reserved by the Owner's Representative to erect a sign in connection with the Project and unless otherwise provided in the Contract, Contractor shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner's Representative.

#### GC 77 CONSTRUCTION INCENTIVE PROGRAM

NOT APPLICABLE

#### GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

#### GC 79 PUBLIC RECORDS

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. As a result of the funding provided by public programs for this Contract, records pertaining to the Work performed and the invoices or Work paid for under this Contract, Contractor shall cooperative with DHES for responses to records requests in accordance to Chapter 119, Florida Statutes.

79.2 Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The Contractor is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

## **GC 80 LIQUIDATED DAMAGES**

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the contractor's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Contractor or, in the event of its default, the Surety, fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Contractor or, in the event of its default, the Surety shall pay to the County, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the Contract.

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the County as a result of Contractor's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty



against the Contractor.

The County shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Contractor by the County, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Contractor and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

#### GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The County shall not be liable to the Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Contractor in connection with this Agreement, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

**SITE SIGN DETAIL**  
(See GC 76)



**FUNDING PROVIDED BY**  
**PALM BEACH COUNTY**  
**DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT**

**SIGN SPECIFICATIONS:**

**Palm Beach County Logo Supplied by Palm Beach County**

**48"X48" Exterior Grade Plywood  $\frac{3}{4}$ " thick supported by two (2) 4X4's  
12' 0" Long sunk a minimum 48" into the soil**

**Plywood shall be Primed and Painted with one (1) coat of White Primer  
Sealer and two (2) coats of Exterior Grade White Gloss Paint**

**County Lettering: 3" Lettering in Arial Font Type**

**Contractor Lettering: 2" Lettering in Arial Font**

**Sign location and height to be determined at pre-construction meeting**

**Contractor to place their LOGO and company information**

# SECTION 4

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

**100 Australian Avenue, Suite 500**

**West Palm Beach, Florida 33406**

**561-233-3600**

**CONSTRUCTION CONTRACT: Program Type**

Project address: **3760 Serubi Avenue, Palm Springs, Florida 33461**

PCN: **70-43-44-19-17-000-0150**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, the  
"Contractor" **Company Name, Address, Vendor ID#** and the  
"Homeowner(s)" **Collin and Migel Coppins, 3760 Serubi Avenue, Palm Springs, Florida 33461**.

**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. A copy of all required permits within **Sixty (60) calendar days** after the date on the Notice to Proceed issued by the County. Contractor must pay for and pick up permits within three (3) days of Building Department Approval and submit a revised construction schedule with the copies of the permits.
5. Work shall commence not later than **Fourteen (14) calendar days** after the Master Building Permit is issued.
6. Contractor shall attain Project Substantial Completion by **11/30/2023**. **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.
7. **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.
8. Contractor shall complete Project Closeout by **12/30/2023**.

9. **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 if applicable
- Evidence of extermination if applicable
- Verification of Registration with E-verify and/or affidavit for subcontractors.
- Photos of work performed
- Elation System & Uploaded Payrolls if applicable
- Contractor's Section 3 Report if applicable
- Wind Mitigation Report if applicable
- 4-Point Inspection Report if applicable

## **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 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**

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.**

**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. Retainage, if applicable, in the maximum amount allowed by law, will be withheld on the calculated value of any Work completed.
  - a. ☒ Retainage will be withheld in the amount of %.
  - b. ☐ Retainage will not be withheld.
- 3. 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.
- 4. The Contractor may submit an initial payment request for Mobilization. The pay request shall be submitted within thirty (30) calendar days from the date of execution of this contract. Mobilization cannot exceed 20% of the total of the submitted Bid including alternates, if alternates are awarded, at the time of contract execution. The Contractor may forego submitting a pay request for mobilization. Foregoing the mobilization pay request does not relieve the Contractor's responsibility of submitting all required documents within the required time period. Mobilization items may include, but not limited to, the following:
  - i. Applicable Insurances (Builder's Risk, General Liability, Business Automobile Liability, Workers Compensation)
    - 1. Proof of Invoice/Payment and Certificates
  - ii. Permit Applications
    - 1. Proof of application and paid receipts
  - iii. Impact Fees (if applicable)
    - 1. Proof of paid receipts
  - iv. Surveys (if applicable)
    - 1. Proof of Signed Proposal
  - v. Testing and Engineering (if applicable)
    - 1. Proof of Signed Proposal

- vi. Dumpster
    - 1. Proof of Multi Month Signed Proposal
  - vii. Storage Pod
    - 1. Proof of Multi Month Signed Proposal
  - viii. WDO Inspection Report
    - 1. Copy of WDO Report, Positive or Negative, on require form
  - ix. Long Lead Item – Impact Resistant Rated Doors
    - 1. Proof of Signed Proposal and NOAs
  - x. Long Lead Item – Impact Resistant Windows
    - 1. Proof of Signed Proposal and NOAs
  - xi. Long Lead Item – Roof Trusses
    - 1. Proof of Signed Proposal and Architect/Engineer's design approval
  - xii. Long Lead Item – Cabinetry and Counter Tops
    - 1. Proof of Signed Proposal and Design Specifications including color
  - xiii. Tile choices, color choices, fixture choices, appliance choices, flooring choices, and all items that require Homeowner and Contractor approval
    - 1. Copies of Homeowner and Contractor signatures on product picture and specification documents
5. If the Contractor forgoes the Mobilization Pay Request, then 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.
  6. 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 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.
7. 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.
8. 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., 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:

<b>Contractor Signature:</b> _____ <b>Date:</b> _____
<b>Homeowner Signature:</b> _____ <b>Date:</b> _____
<b>Homeowner Signature:</b> _____ <b>Date:</b> _____

# CONTRACT ADDENDUM

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
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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:

# SECTION 5

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

<b>PROJECT NAME:</b>	<b>Coppin's House Replacement Project</b>
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

**1. General Requirements:**

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

**2. Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

**3. Forms for the successful bidder, to be submitted after contract award:**

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

**4. Reports to be submitted to DHED by Subrecipient/ Contractor after contract award:**

- Contract Award Report (HUD Form 2516) to be submitted as follows:
  - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
  - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

**5. Davis-Bacon Act:**

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

<b>Wage Decision(s) No.:</b>	<b>NA</b>
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**  
**TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**  
**(EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%

Area covered:                      Palm Beach County                      All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
**(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.  
Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

**1. BID GUARANTEE**

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

**2. PERFORMANCE BOND**

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**3. PAYMENT BOND**

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.



**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

\*\*\*\*\*

**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

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**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

**SECTION 3 CLAUSE**

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. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
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.

\*\*\*\*\*

**WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS**

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

**LEAD-BASED PAINT POISONING PREVENTION ACT**

References: - 24 CFR Part 570  
- 24 CFR Part 35  
- Lead-Based Paint Poisoning Prevention Act, as amended  
- Residential Lead-Based Paint Hazard Reduction Act of 1992  
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

\* \* \* \* \*

**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 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 there under.
- (3) He 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) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (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 enforcing such provisions.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

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

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

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

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

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

Commission No. \_\_\_\_\_

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, \_\_\_\_\_, personally appeared \_\_\_\_\_ who, after being by me first duly sworn, deposes and says:

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted a proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, \_\_\_\_\_ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

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

Notary Name: \_\_\_\_\_  
Notary Public-State of Florida

Commission No. \_\_\_\_\_

**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
who submitted a proposal to perform work for the following project:

Contract #: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

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

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by

\_\_\_\_\_, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

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

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

Notary Public-State of Florida

Commission No. \_\_\_\_\_

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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

Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**WORKFORCE PROJECTION****PROJECT NAME:**

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

**POWER EQUIPMENT OPERATORS**

- ☐ Asphalt Distributor  
☐ Asphalt Paving Machine  
☐ Asphalt Screed  
☐ Backhoe  
☐ Boom Auger Operator  
☐ Bulldozer  
☐ Concrete Curb Machine Operator  
☐ Concrete Joint Saw Operator  
☐ Concrete Pump  
☐ Cranes with boom length less than 150 ft  
☐ Cranes with boom length 150 ft and over  
☐ Cranes, all tower cranes, and all  
☐ Derrick, or Dragline  
☐ Earthmover  
☐ Excavator  
☐ Forklift  
☐ Front End Loader  
☐ Grader/Blade  
☐ Guardrail Erector  
☐ Guardrail Erector  
☐ Guardrail Post Driver  
☐ Mechanic (type: \_\_\_\_\_)  
☐ Milling Machine Grade Checker  
☐ Milling Machine Operator  
☐ Motor Grader  
☐ Mulching Machine  
☐ Oiler, Greaseman  
☐ Pavement Striping Machine  
☐ Pavement Striping Machine Nozzleman  
☐ Pile driver  
☐ Power Sub-grade Mixer  
☐ Roller  
☐ Scraper  
☐ Sign Erector  
☐ Small Tool Operator  
☐ Tractor  
☐ Trenching Machine  
☐ Truck Driver (type: \_\_\_\_\_)  
☐ Other:  
☐ Other:

**OTHER WORK CLASSIFICATIONS**

- ☐ Acoustical Tile Installer  
☐ Air Tool Operators  
☐ Asphalt Rakers  
☐ Bricklayer/Brickmason/Blocklayer  
☐ Carpenter  
☐ Cement Mason/Concrete Finisher  
☐ Drywall Hanger  
☐ Drywall Finisher/Taper  
☐ Electrician  
☐ Elevator Mechanic  
☐ Fence Erector  
☐ Form Setter  
☐ Glazier  
☐ Grade Checker  
☐ HVAC Mechanic (type: \_\_\_\_\_)  
☐ Ironworker - Ornamental  
☐ Ironworker - Reinforcing  
☐ Ironworker - Structural  
☐ Laborer - Common or General  
☐ Laborer - Roof Tear off  
☐ Landscape and Irrigation laborer  
☐ Lather  
☐ Mason Tenders  
☐ Painter  
☐ Pipefitter (excluding HVAC pipe work)  
☐ Pipelayer  
☐ Plasterer  
☐ Plasterers Tenders  
☐ Plumber (excluding HVAC pipe)  
☐ Plumber (including HVAC pipe)  
☐ Roofer (including built-up, composition and single ply)  
☐ Sheet Metal Worker (including HVAC duct work)  
☐ Sprinkler Fitter (fire sprinkler)  
☐ Terrazzo Worker Mechanic  
☐ Tile Setter  
☐ Traffic Control Specialist  
☐ Traffic Signalization - Installer  
☐ Traffic Signalization - Mechanic  
☐ Unskilled Laborer  
☐ Welder  
☐ Other:

Submitted by: \_\_\_\_\_

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



**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

**(SUBCONTRACTORS)**

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

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

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

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

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066

Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
				d. STATE	
				e. ZIP CODE	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDED FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

**SUBMIT THIS FORM USING THE PDF FORM PROVIDED.**

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

## 14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1413 (REV. 4/2013)**  
Prescribed by GSA/FAR (48 CFR) 53.222(e)

Page 20 of 22

**SECTION 3 REPORT**

<b>Subrecipient:</b>	
<b>Project:</b>	

The sub-recipient hereby provides the following information in connection with the above project:

**PROJECT FUNDING INFORMATION**

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHED:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

**CONTRACT AWARD INFORMATION****For *construction work* funded in part or in whole through DHED:**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <i>funded in part or in whole through DHED</i> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

**CONTRACT AWARD INFORMATION****For *non-construction work* funded in part or in whole through DHED:**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <i>funded in part or in whole through DHED</i> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

**EMPLOYMENT AND TRAINING INFORMATION**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHED (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHED funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:	0*
--	----

**\* If new hires are reported above, please complete the following table:**

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHED).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
<b>TOTALS:</b>					

**SUBRECIPIENT CERTIFICATION**

The undersigned certifies that the information in this report is true and correct:

Name and Title:

Date:

Signature:

**X**

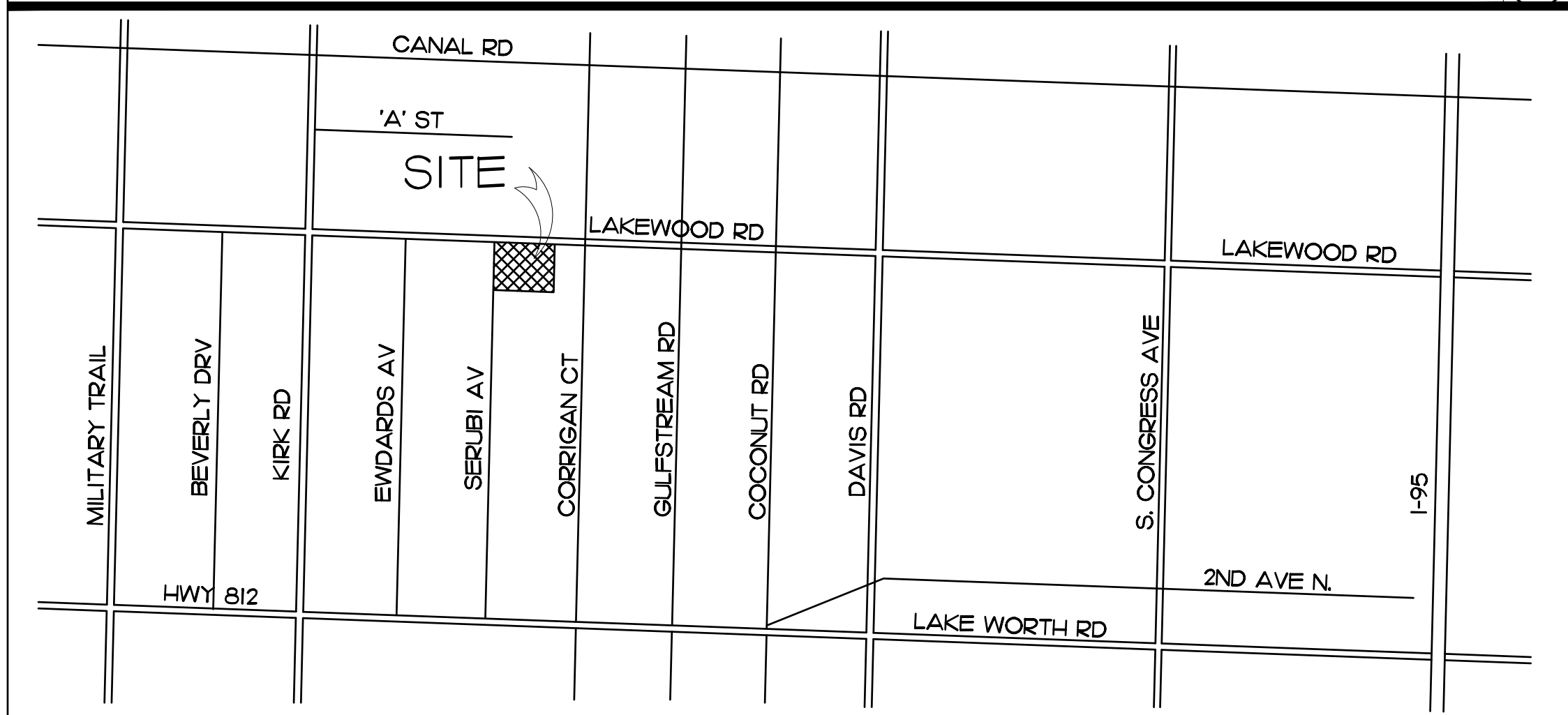
# SECTION 6

# COPPIN RESIDENCE

## PBC - Single Family Residence Palm Beach County

### Department of Housing and Economic Sustainability

#### LOCATION MAP



#### GENERAL NOTES

1. ALL VERTICAL DIMENSIONS ARE FROM FINISH FLOOR SLAB. A.F.F. ABBREVIATES 'ABOVE FINISH FLOOR'
2. THE ARCHITECT AND ENGINEER ACCEPT NO RESPONSIBILITY FOR WORK WHICH IS NOT IN COMPLIANCE WITH THE INTENT AND REQUIREMENTS OF THE DRAWINGS, OR WHICH HAS BEEN PERFORMED BASED UPON THE INTERPRETATION OF INTENT OF THE DRAWINGS BY PARTIES OTHER THAN THE ARCHITECT AND ENGINEER.
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BIDDING AND STARTING CONSTRUCTION. GENERAL CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES OR INCONSISTENCIES.
4. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE FLORIDA BUILDING CODE 6TH EDITION (2017) INCLUDING ADOPTED LOCAL AMENDMENTS, AS WELL AS THE LATEST EDITION OF ALL GOVERNING STATE AND NATIONAL CODES.
5. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALING OF PLANS, SECTIONS, AND DETAILS. DIMENSIONS ARE NOMINAL AND TO FACE OF STUDS UNLESS NOTED OTHERWISE.
6. ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT-IN CASEWORK OR EQUIPMENT SUPPORTS. COORDINATE WITH SUBCONTRACTORS AS REQUIRED.
8. VERIFY SIZES OF ALL EQUIPMENT AND MATERIALS. N.I.C. AND COORDINATE OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.
9. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE LATEST EDITION OF AMERICANS WITH DISABILITIES ACT AND FLORIDA BUILDING CODE 6TH EDITION (2017) ACCESSIBILITY CODE.

#### COVER PAGE

#### REVISED BID SET DOCUMENTS

Dated: October 5, 2018

**Architect**  
**Colome' and Associates, Inc.**

530 24th Street  
West Palm Beach, FL 33047  
(561) 833-9147

**Structural Engineer**  
**Warren Von Werne, PE**

11388 Okeechobee Boulevard  
West Palm Beach, FL 33411  
(561) 537-9211

#### INDEX OF DRAWINGS

COVER PAGE

##### ARCHITECTURAL

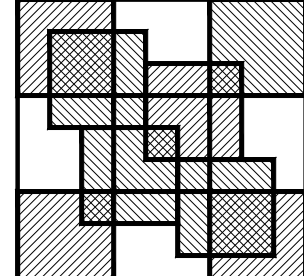
- |      |  |
|------|--|
| SP-1 | SITE PLAN, ZONING, BUILDING/SITE DATA            |
| A-1  | FLOOR PLAN, DOOR TYPES, WINDOW TYPES & SCHEDULES |
| A-2  | REFLECTED CEILING PLAN & INTERIOR ELEVATIONS     |
| A-3  | ROOF PLAN AND EXTERIOR ELEVATIONS                |
| A-4  | BUILDING SECTIONS & DETAILS                      |
| A-5  | WALL SECTIONS & DETAILS                          |

##### STRUCTURAL

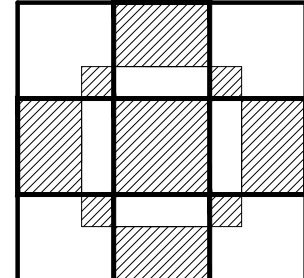
- |     |  |
|-----|--|
| S-1 | FOUNDATION, SCHEDULES, SECTION               |
| S-2 | ROOF FRAMING, SCHEDULES, SECTIONS            |
| S-3 | STRUCTURAL NOTES, SCHEDULES, TYPICAL DETAILS |
| S-4 | WIND PRESSURES                               |

STC REQUIREMENTS:  
ALL BATT INSULATION TO BE SONOBATTS, BY OWENS CORNING OR APPROVED EQUAL SOUND REDUCTION BATT INSULATION MEETING SPECIFICATION REQUIREMENTS  
ALL DOORS AND WINDOWS TO HAVE STC 30 RATING MINIMUM - DOORS AND WINDOWS IN SPECIFICATIONS MEET THESE REQUIREMENTS. ANY SUBSTITUTION MUST MEET THESE REQUIREMENTS AND SPECIFICATION REQUIREMENTS

GREEN BUILDING REQUIREMENTS:  
EXTERIOR WALL INSULATION - R-19 (AT GABLE END WOOD FRAMED WALLS)  
CEILING / ATTIC INSULATION - R-38  
IMPACT WINDOWS AND DOORS  
ALL LAMPS / LIGHT FIXTURES PURCHASED WITH ALLOWANCE TO BE ENERGY STAR RATED + UL / CFL OR LED LAMPS  
REFRIGERATOR / DISHWASHER / WASHING MACHINE TO BE ENERGY STAR RATED  
NO CARPETING ON PROJECT  
LOW VOC PAINTS AND SEALANT. SEAL ALL JOINTS DESIGNED TO PREVENT WATER INTRUSION AND ALLOW MOISTURE TO EXPEL FROM STRUCTURE  
PROGRAMMABLE THERMOSTAT  
TOILET TO BE 1.6 GPF MAX / 1.28  
PREFERRED SHOWER HEAD - 1.75 GPM  
BATH-ROOM SINK - .5 GPM  
KITCHEN SINK 1.5 GPM



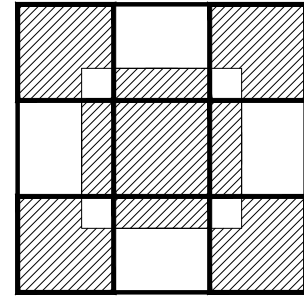
Colomé  
& Associates, Inc.  
AA 0003439  
530 24TH STREET  
WEST PALM BEACH  
FLORIDA, 33407  
(561) 833-9147  
Architect: Elizabeth A. G. Colomé  
REG. NUMBER: AR 0014832



PBC-DES  
COPPIN  
RESIDENCE  
3760 SERUBI AVE  
LAKE WORTH, FL

FLORIDA

PROJECT NO.  
201554



SHEET TITLE  
COVER

#### REVISIONS:

- |   |           |                 |
|---|-----------|-----------------|
| 1 | 10/5/18   | OWNER REVISIONS |
| 2 | 7/12/2018 | COMMENTS/VE     |

DATE

8/12/2016

DRAWN BY:

F.B

CHECKED BY:

EAC

SHEET

NUMBER:

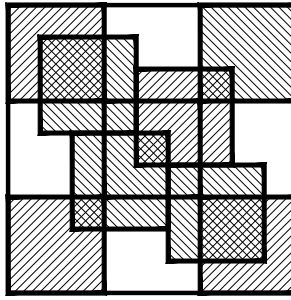
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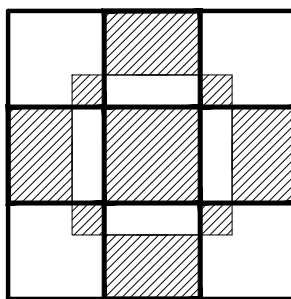






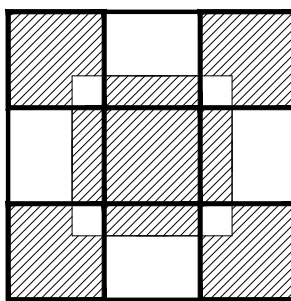


Colomé  
& Associates, Inc.  
AA 0003439  
530 24TH STREET  
WEST PALM BEACH  
FLORIDA, 33407  
(561) 833-9147  
Architect: Elizabeth A. G. Colomé  
REG. NUMBER: AR 0014839



PBC-D.E.S.  
COPPIN  
RESIDENCE  
3760 SERUBU AVE  
LAKE WORTH, FL

FLORIDA  
PROJECT NO.  
201554

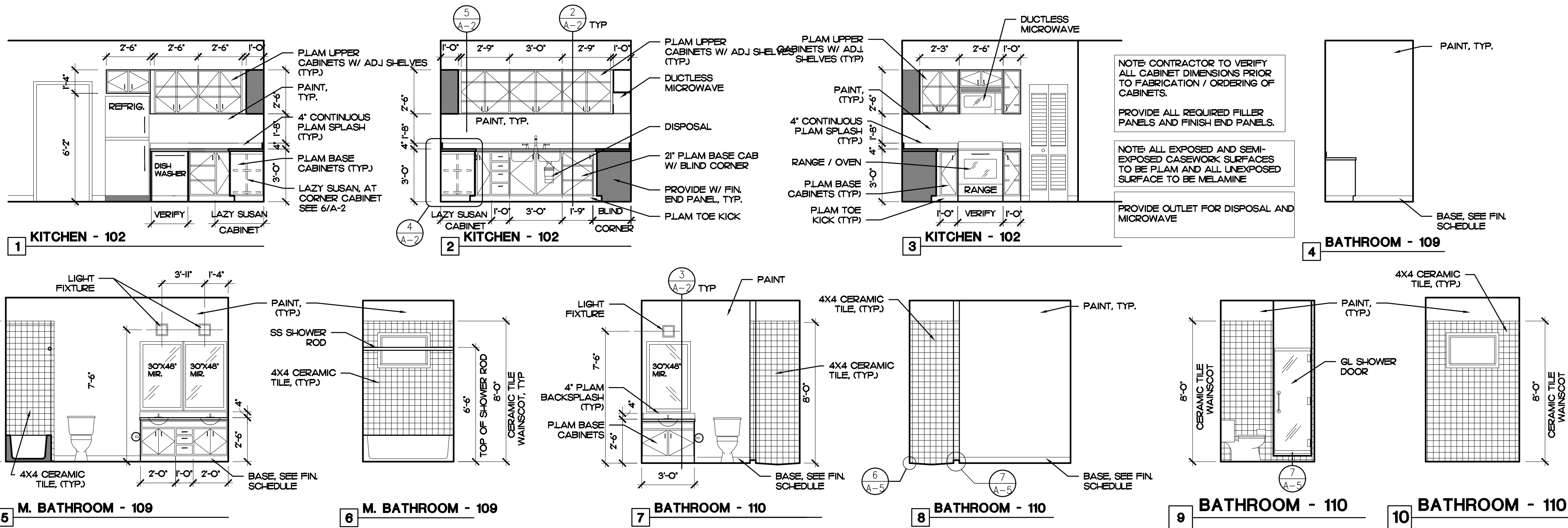


SHEET TITLE:  
REFLECTED CEILING PLAN  
AND INTERIOR ELEVATIONS

REVISIONS:  
2 5/30/2020 COMMENTS  
DATE  
8/12/2016  
DRAWN BY:  
F.B.  
CHECKED BY:  
EAC

SHEET  
NUMBER:

A-2



## INTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

6

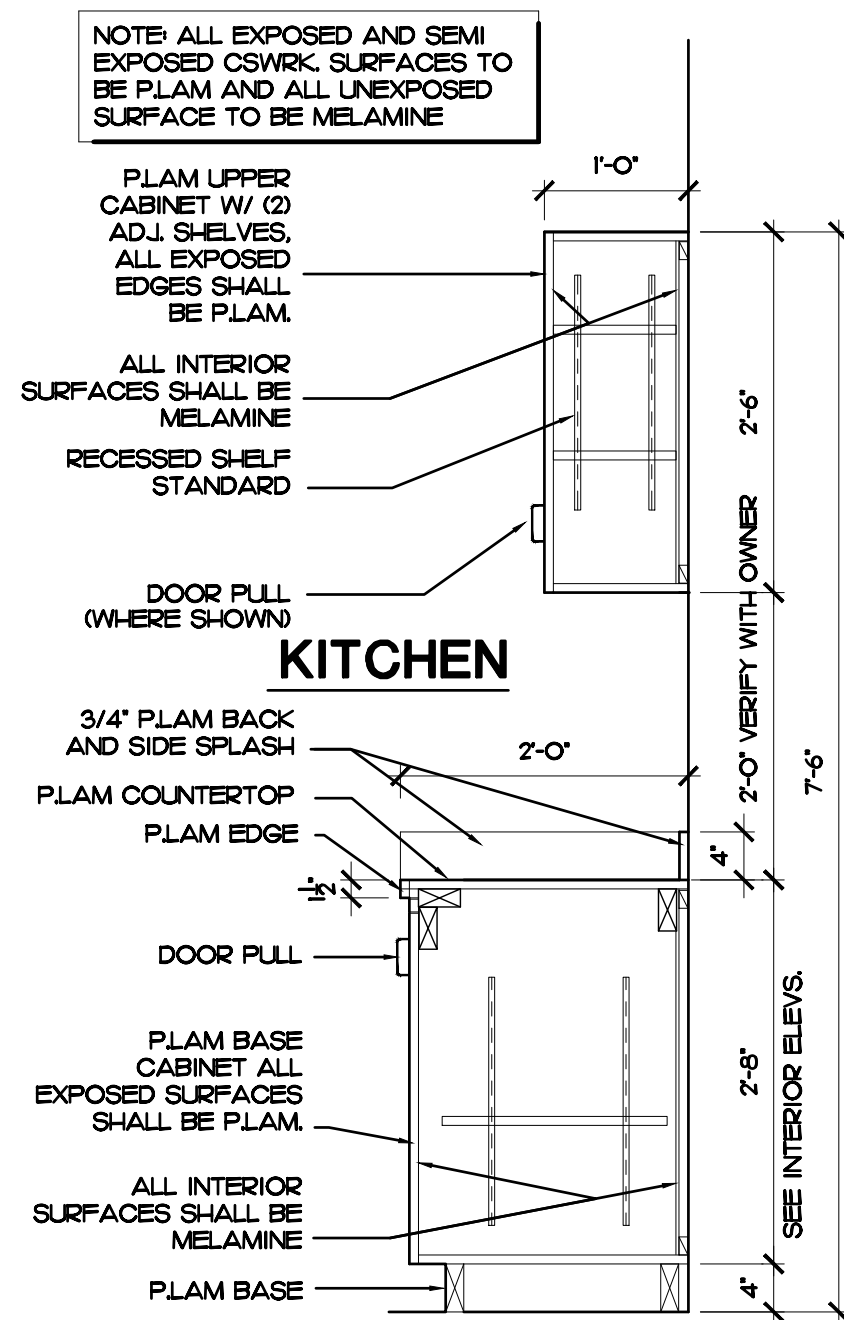
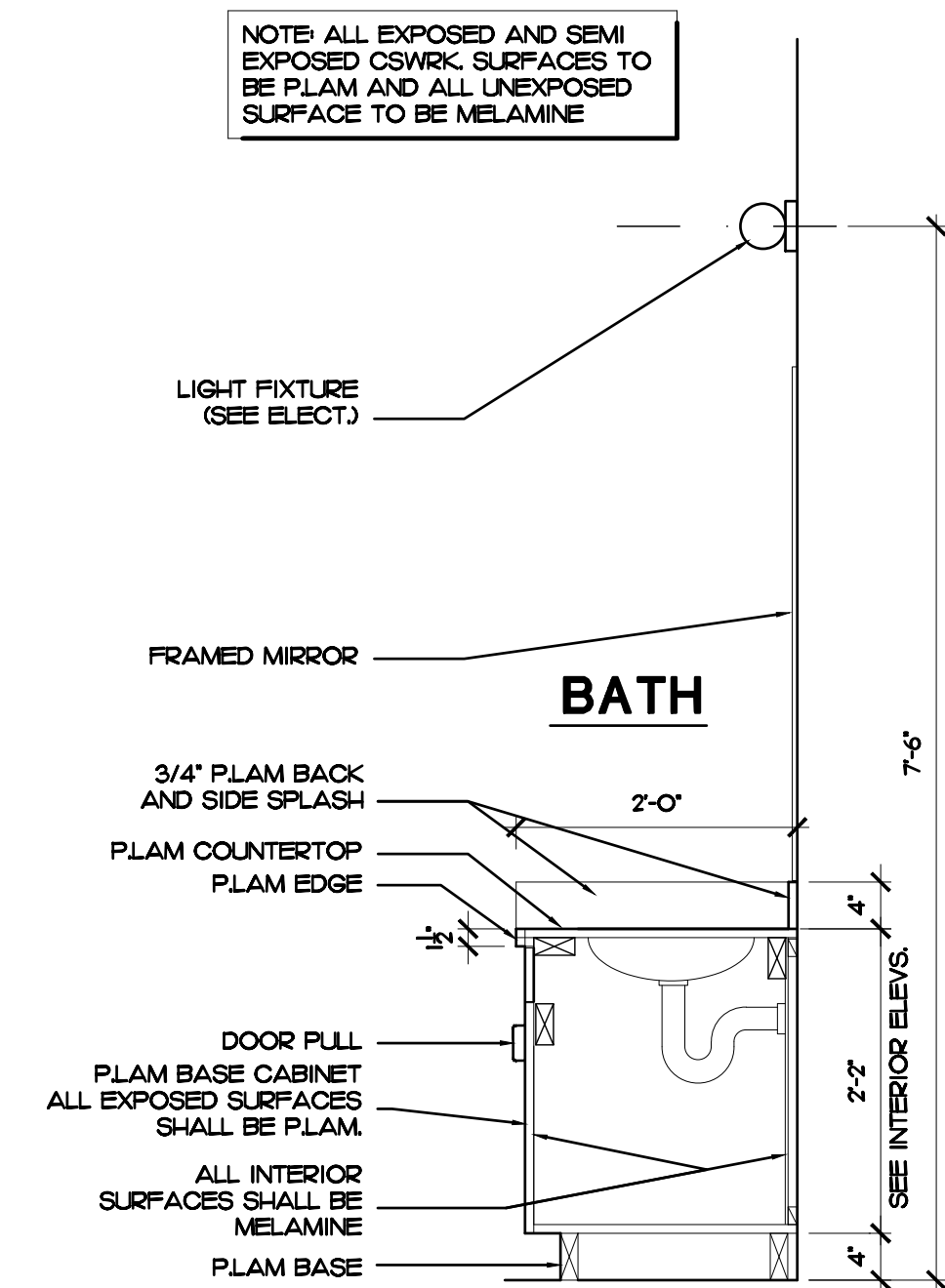
## CABINET DETAIL

SCALE: 3/4" = 1'-0"

## CORNER CAB. DET.

NTS

4



## CABINET DETAIL

SCALE: 3/4" = 1'-0"

## CABINET DETAIL

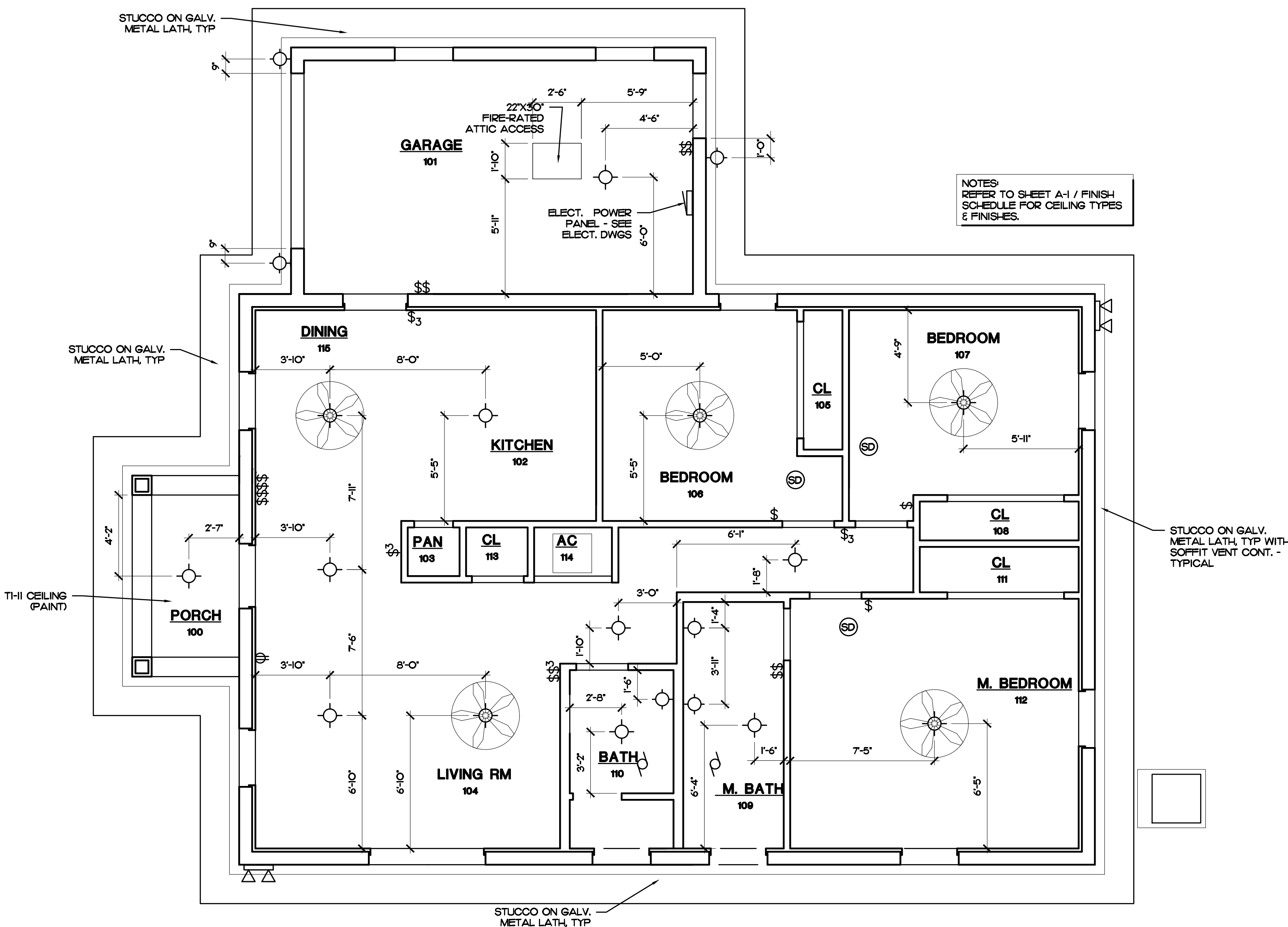
SCALE: 3/4" = 1'-0"

2

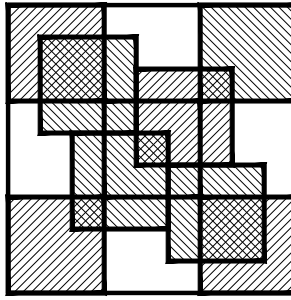
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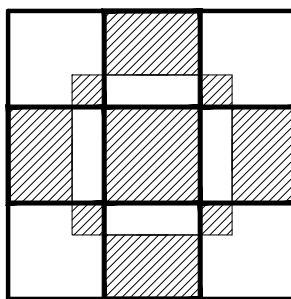
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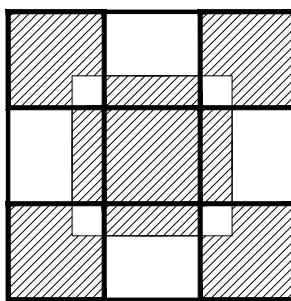


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3760 SERUBI AVE  
LAKE WORTH, FL

FLORIDA  
PROJECT NO.  
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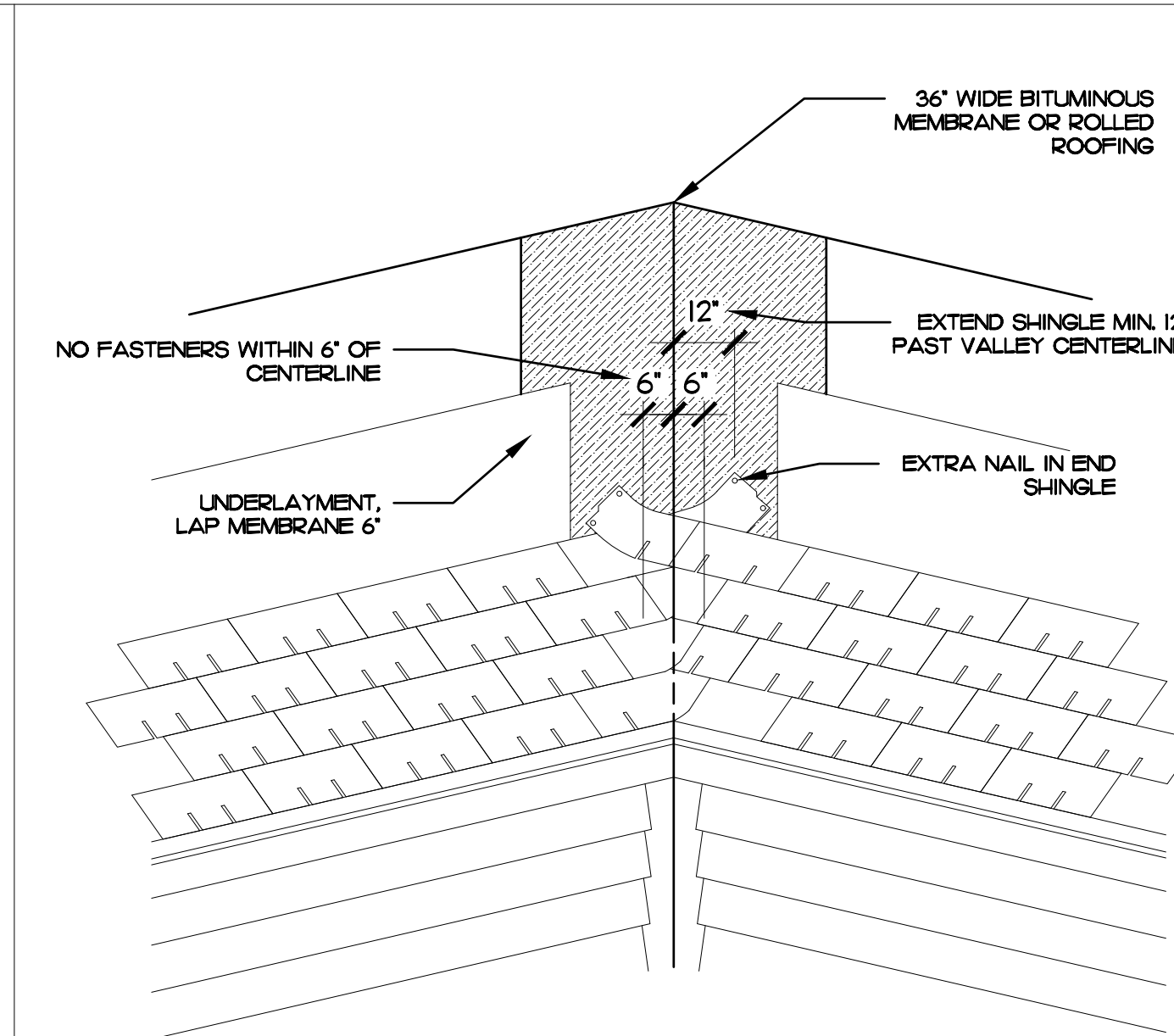


SHEET TITLE:  
ROOF PLAN  
AND EXTERIOR ELEVATIONS

REVISIONS:  
1 10/12/2019 OWNER REVISIONS  
2 5/30/2020 COMMENTS  
DATE  
8/12/2016  
DRAWN BY:  
F.B  
CHECKED BY:  
EAC

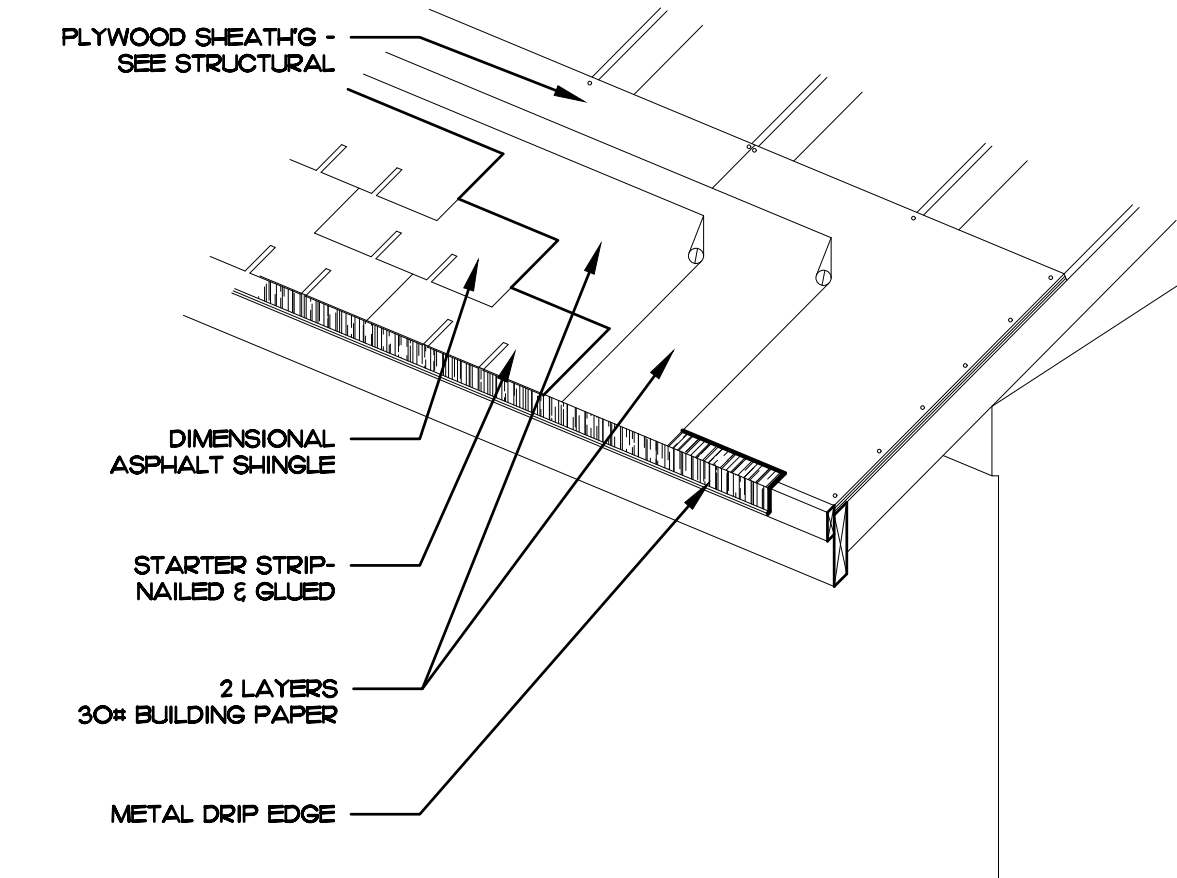
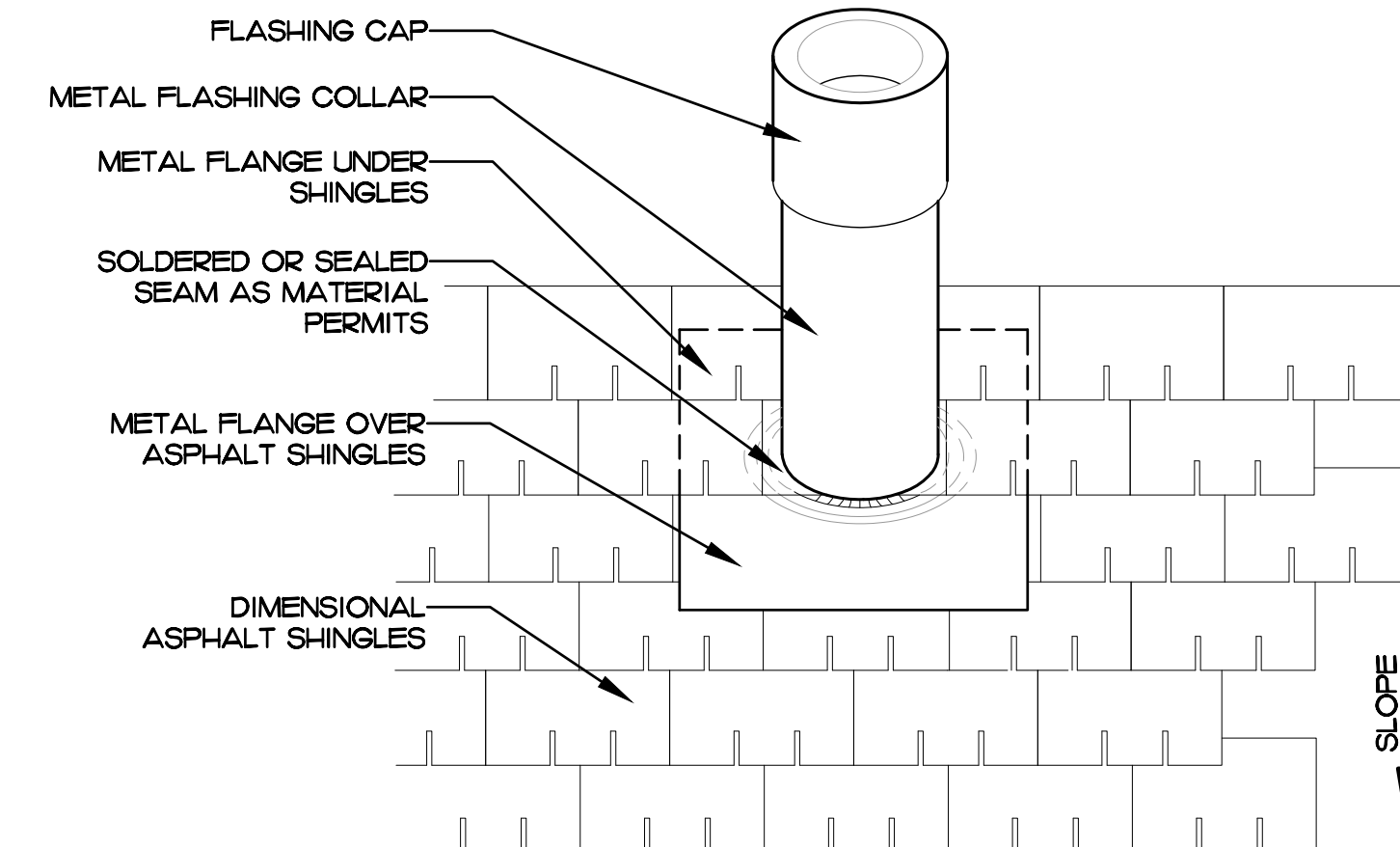
SHEET  
NUMBER:

A-3



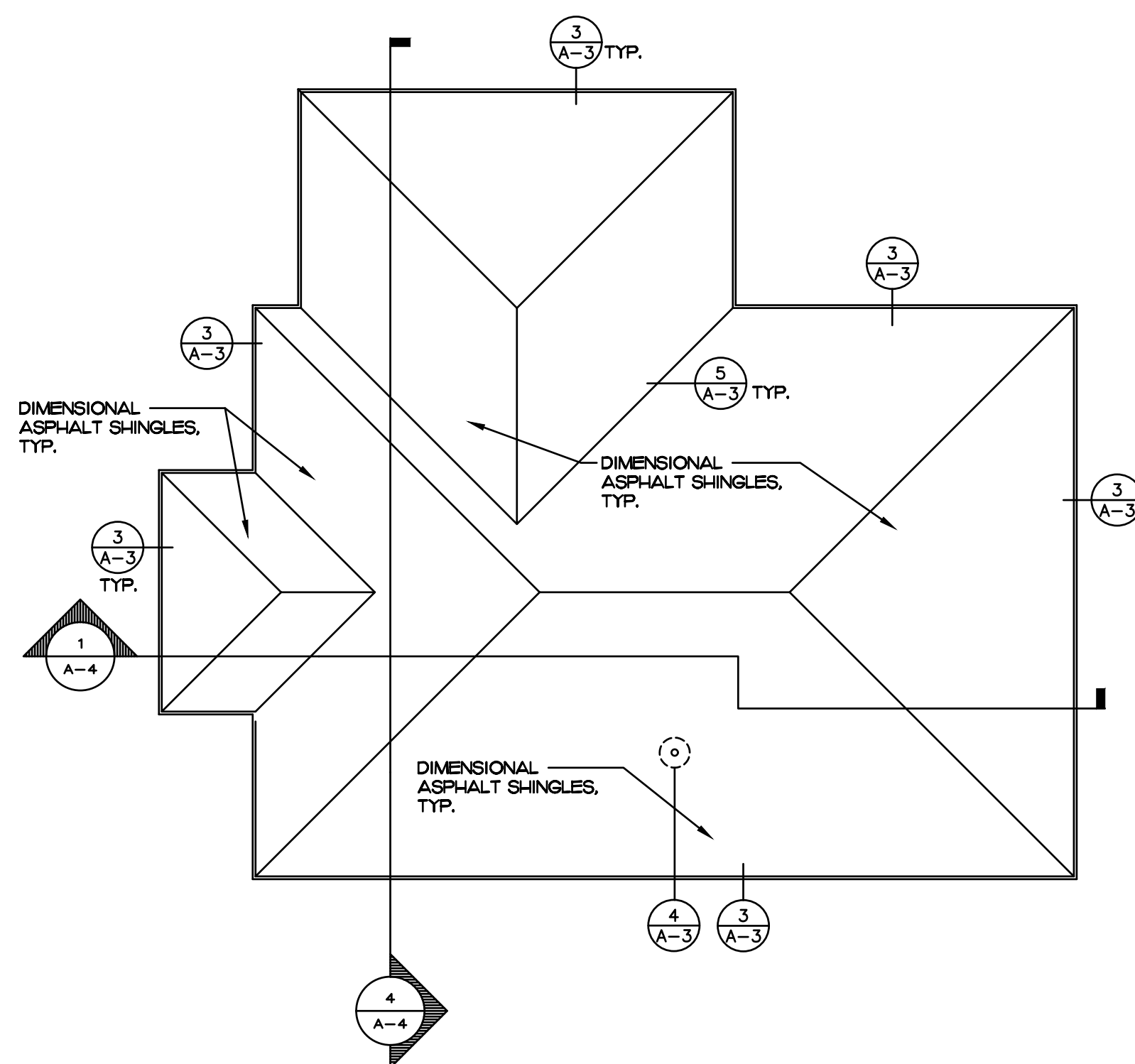
ROOF VALLEY DETAIL, TYP. SCALE: 3/8" = 1'-0"

5



ROOF EDGE DETAIL, TYP. NOT TO SCALE

3

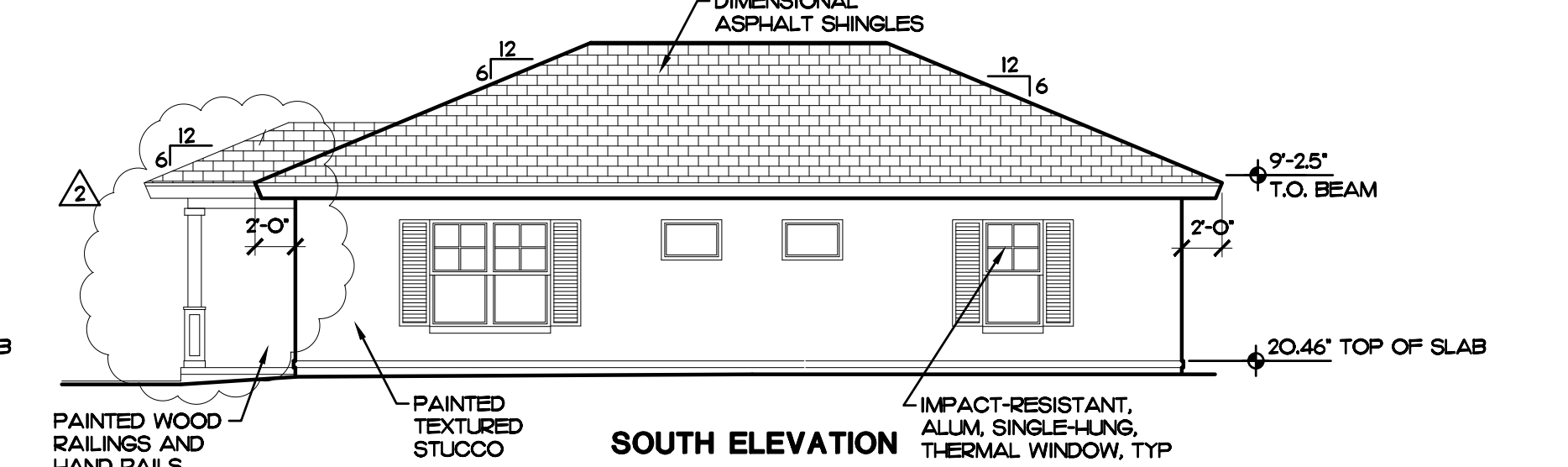
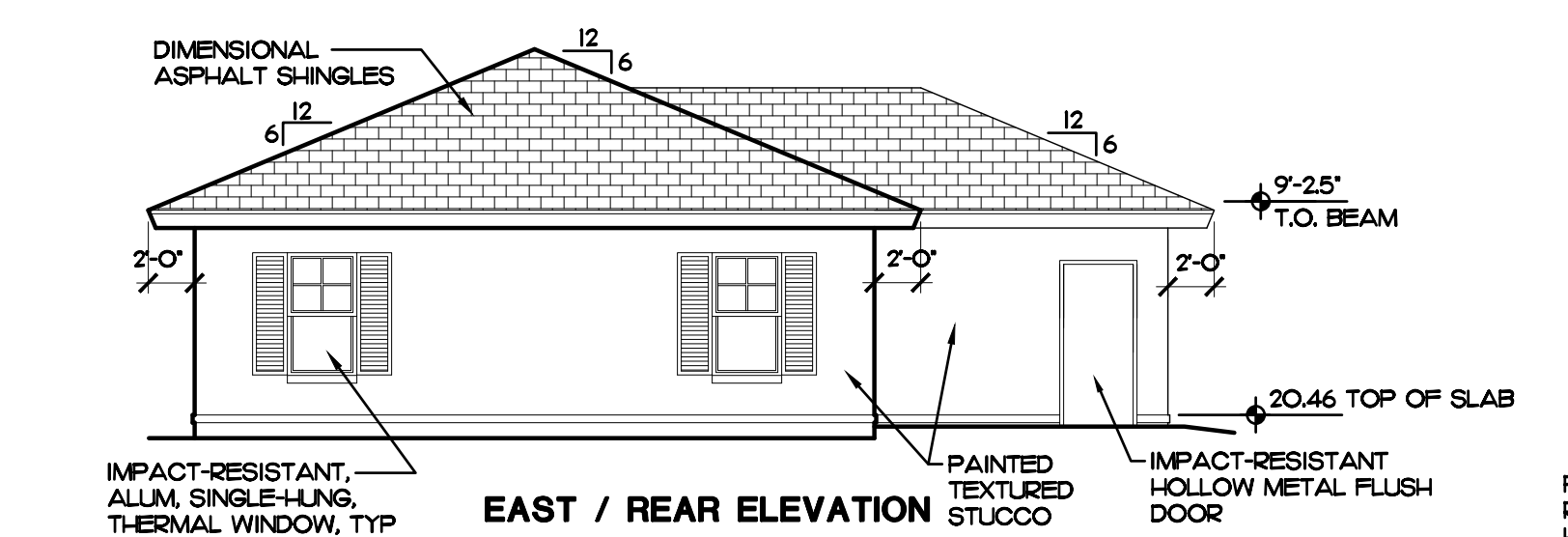
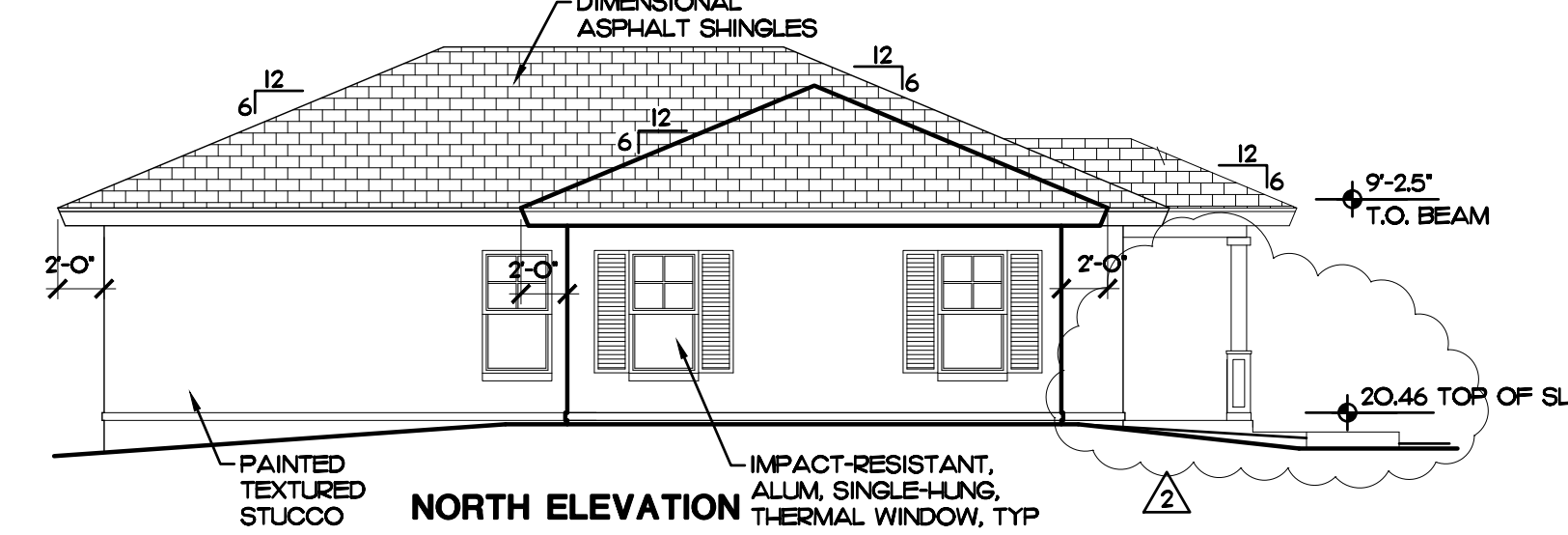
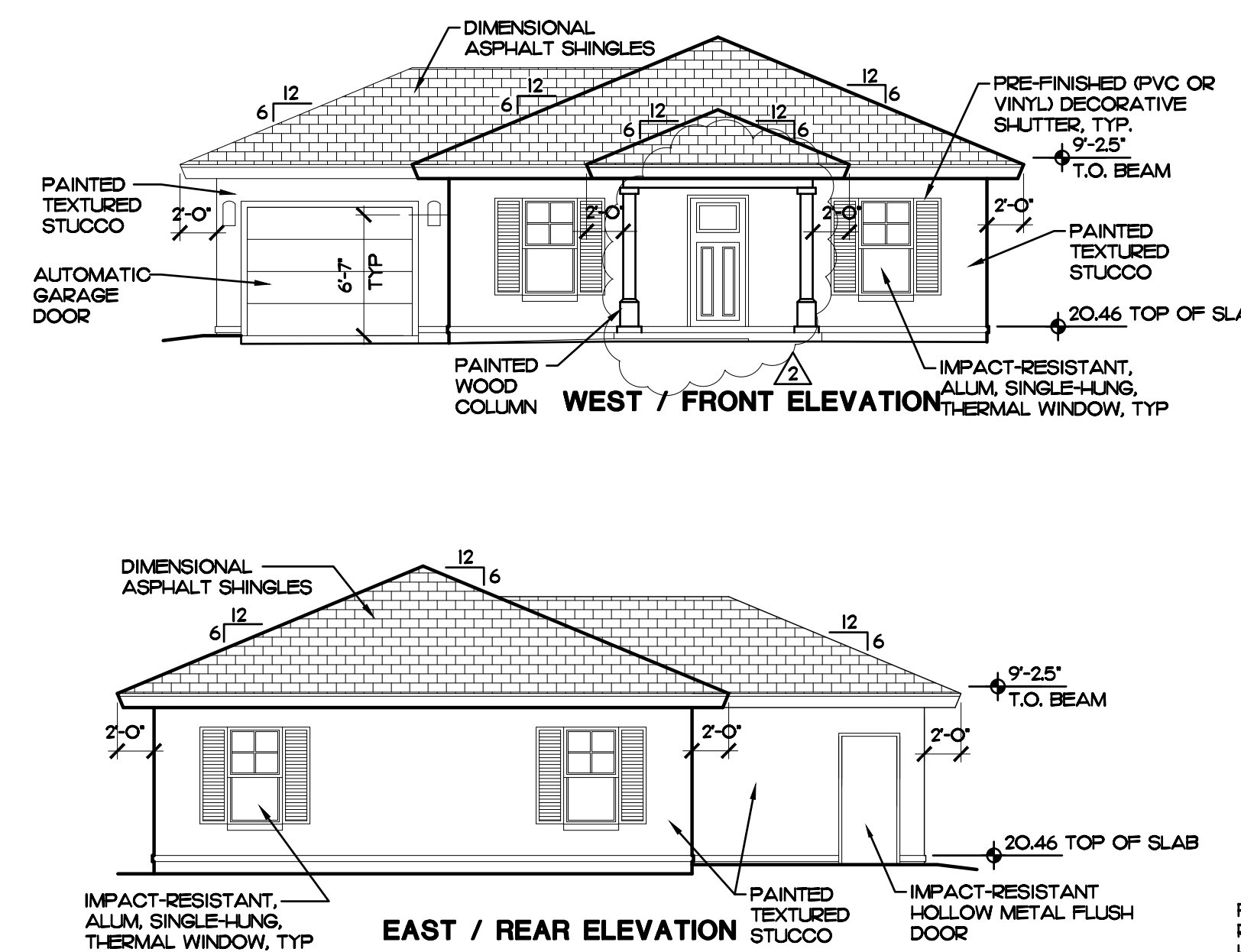


ROOF PLAN

SCALE: 1/8" = 1'-0"

2

EXTERIOR ELEVATIONS

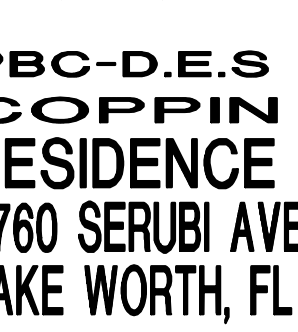


SCALE: 1/8" = 1'-0"

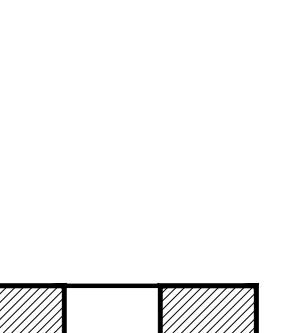
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FLORIDA  
PROJECT NO.  
1554



**SHEET TITLE:**  
**BUILDING SECTION  
AND DETAILS**

REVISIONS:

1. 10/5/2018OWNER REVISIONS
2. 5/30/2020 COMMENTS
3. 6/10/2021 COORDINATION

DATE

12/2016

DRAWN BY:

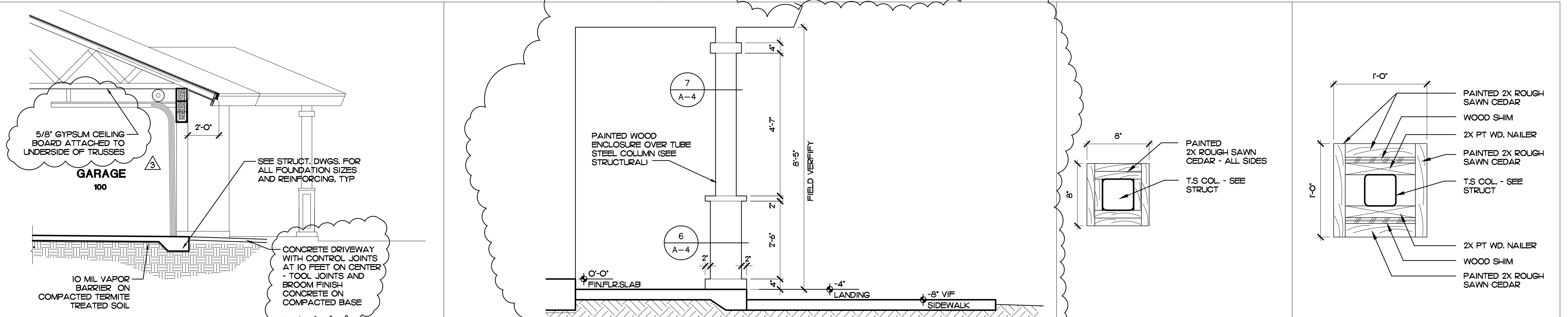
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CHECKED BY:

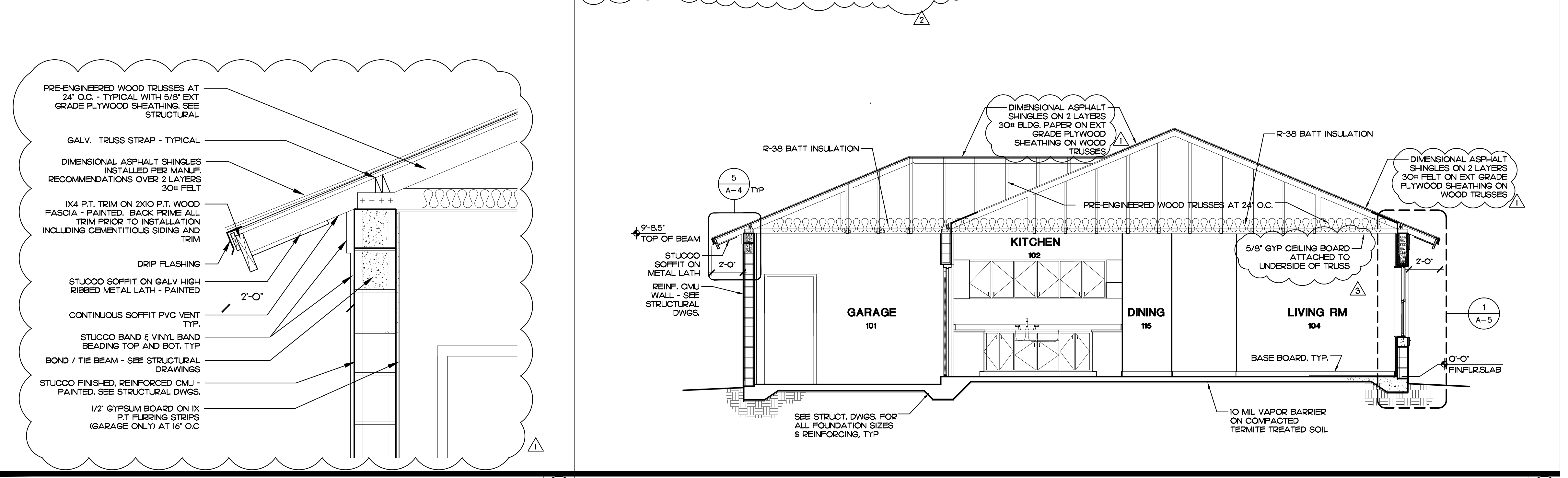
AC

HEET  
MBER:

A-4



WALL SECTION SCALE: 1/4" = 1'-0" 10 COL. DET. SCALE: 1/2" = 1'-0" 8 COL. DET. SCALE: 1/2" = 1'-0" 7 COL. DET. SCALE: 1/2" = 1'-0" 6



WALL SECTION

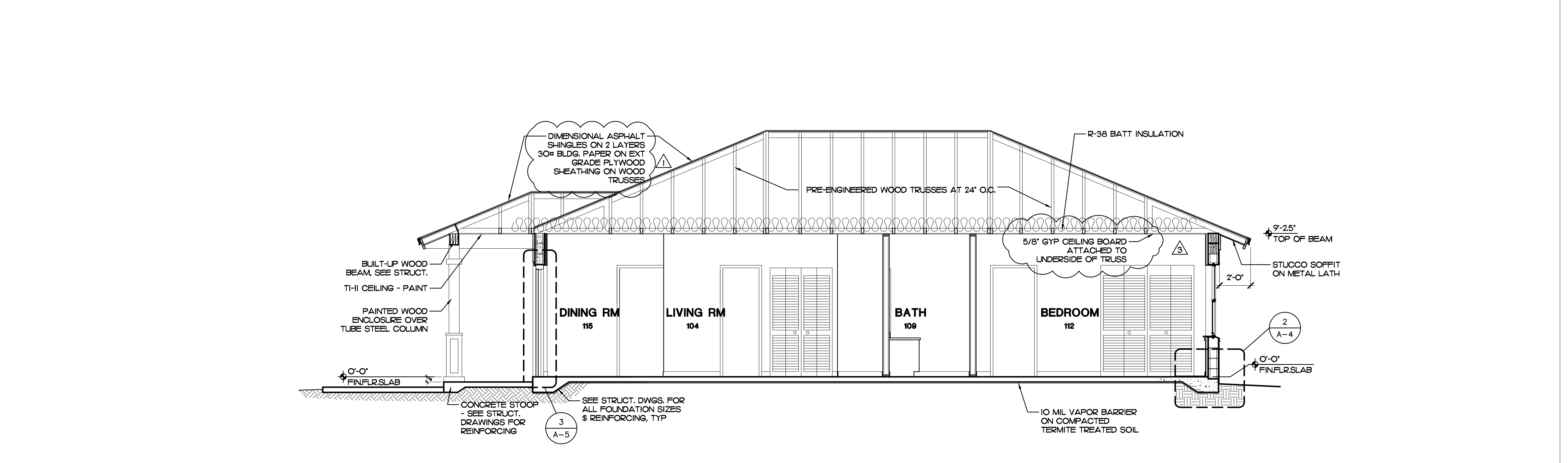
SCALE: 1" = 1'-0"

5

BUILDING SECTION

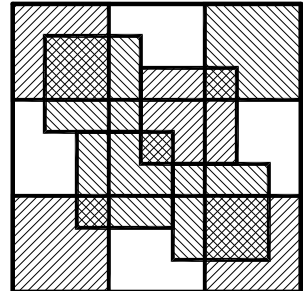
SCALE: 1/4" = 1'-0"

4

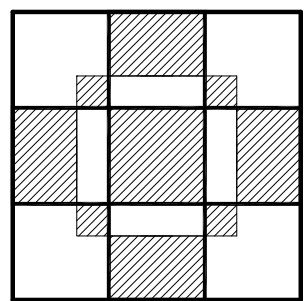


BUILDING SECTION SCALE: 1/4" = 1'-0"

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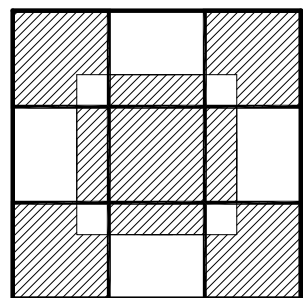


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Architect: Elizabeth A. G. Colomé  
REG. NUMBER: AR 0014839



PBC-D.E.S.  
COPPIN  
RESIDENCE  
3760 SERUBI AVE  
LAKE WORTH, FL

FLORIDA  
PROJECT NO.  
201554

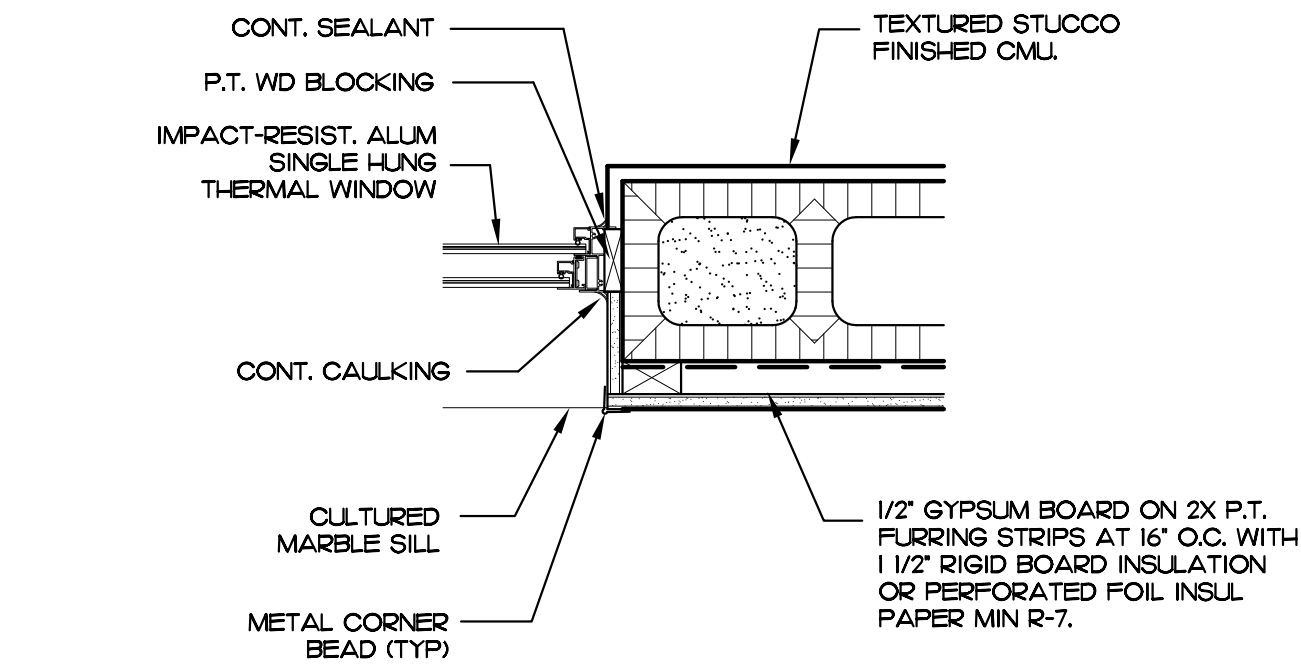


SHEET TITLE:  
WALL SECTIONS  
AND DETAILS

REVISIONS:  
1. 10/5/2018 OWNER REVISIONS  
2. 8/10/2021 COORDINATION  
DATE  
8/12/2016  
DRAWN BY:  
F.B  
CHECKED BY:  
EAC

SHEET  
NUMBER:

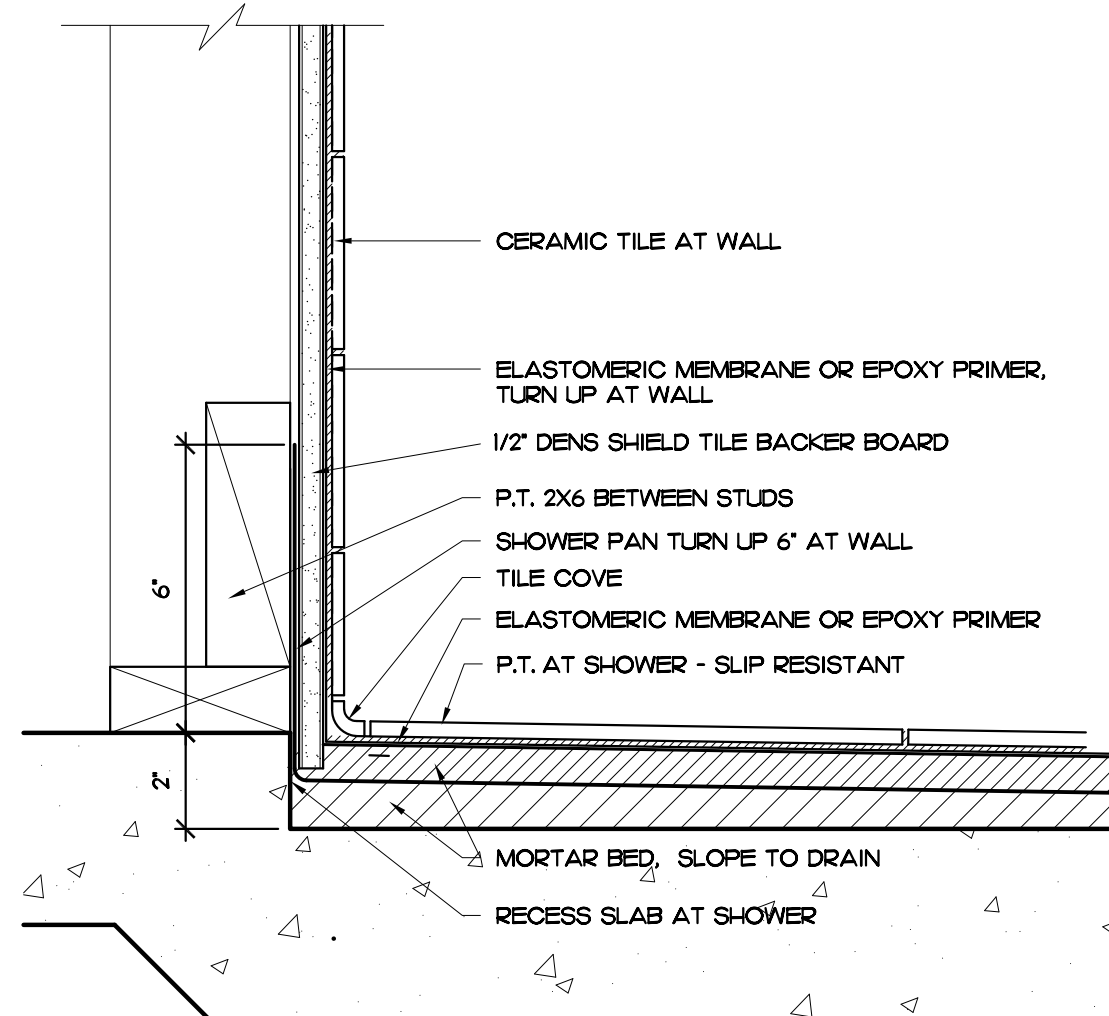
A-5



WINDOW JAMB DETAIL

SCALE: 1 1/2"=1'-0"

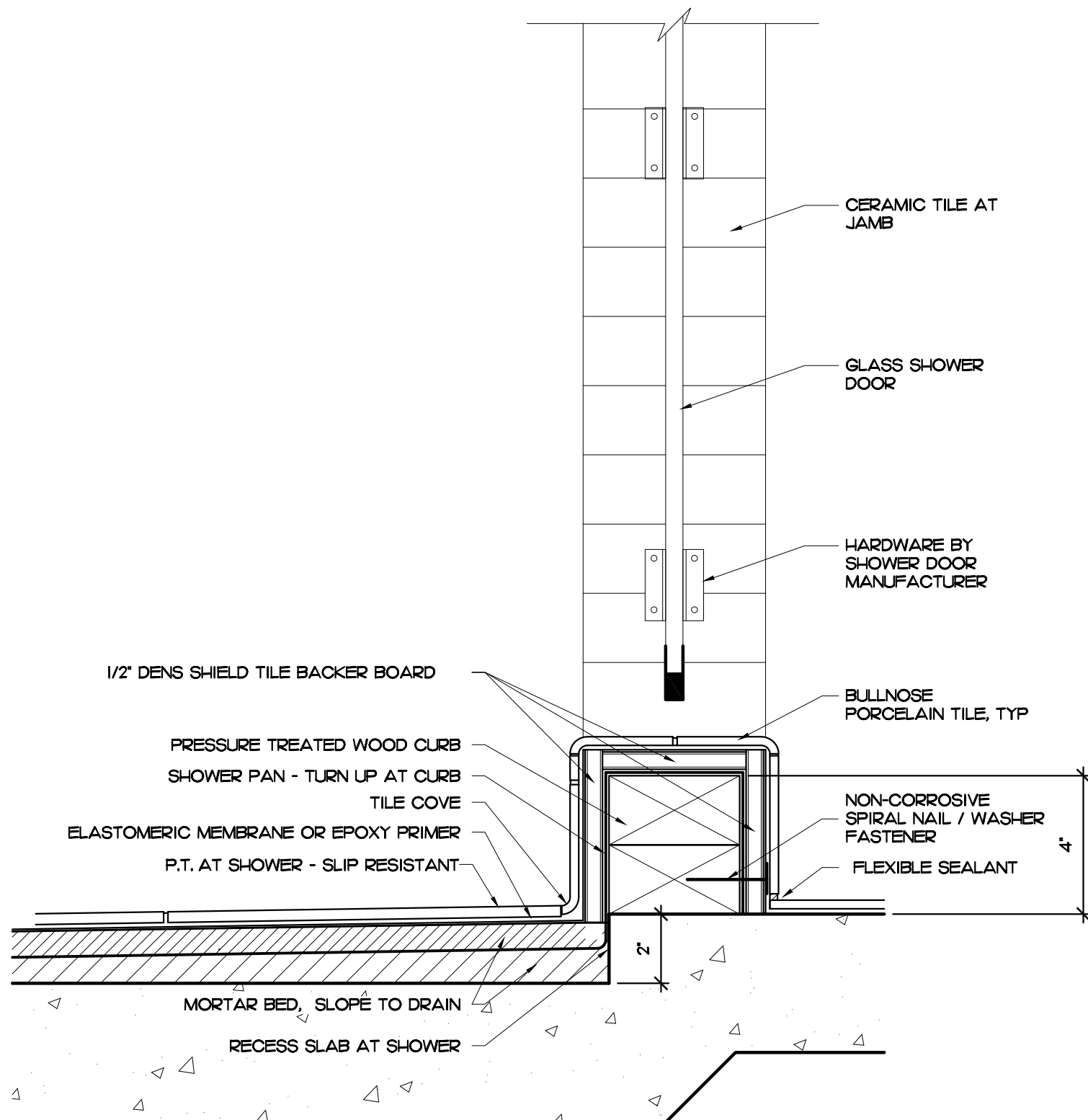
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SHOWER DETAIL

SCALE: 3'-1'-0"

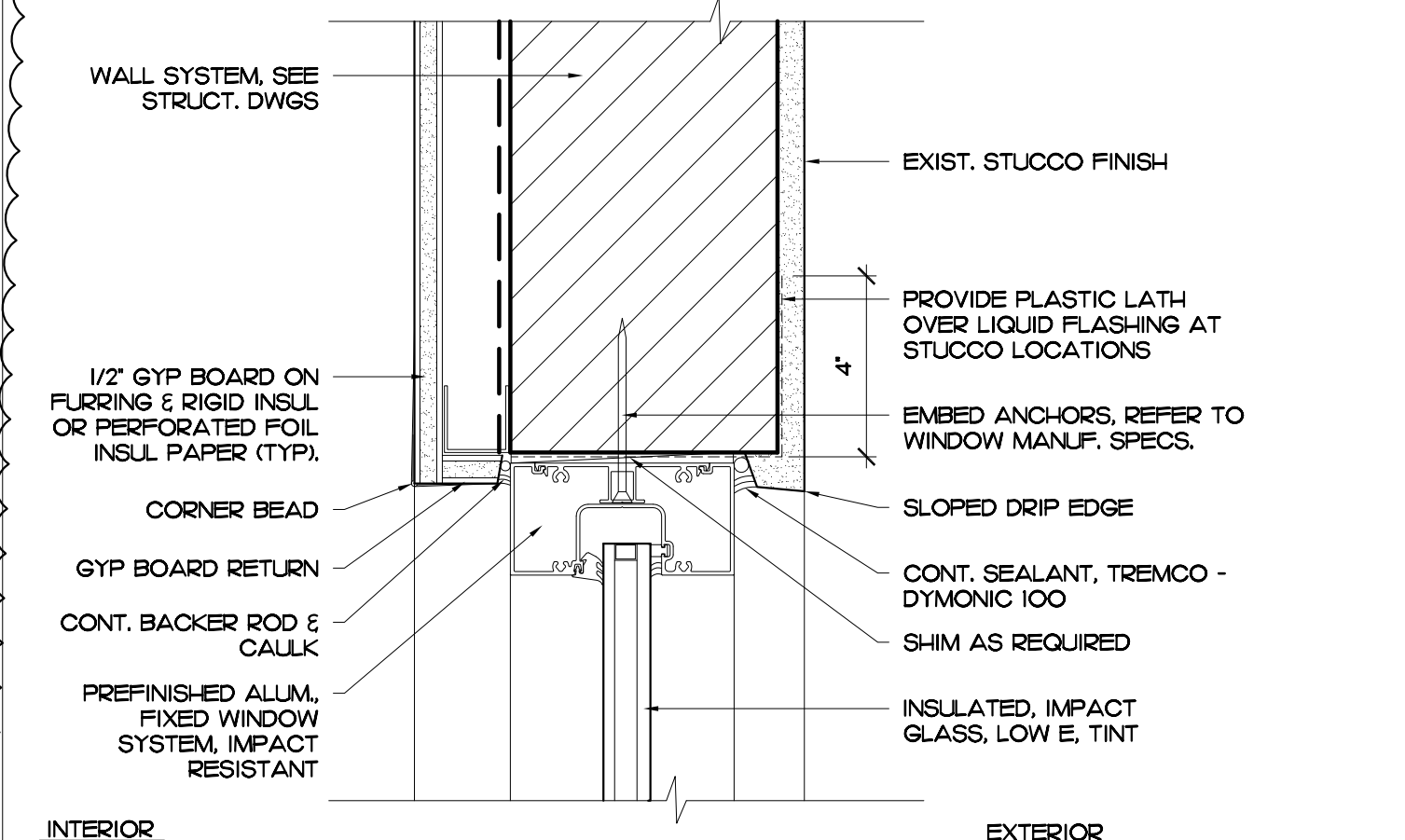
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SHOWER CURB DETAIL

SCALE: 3'-1'-0"

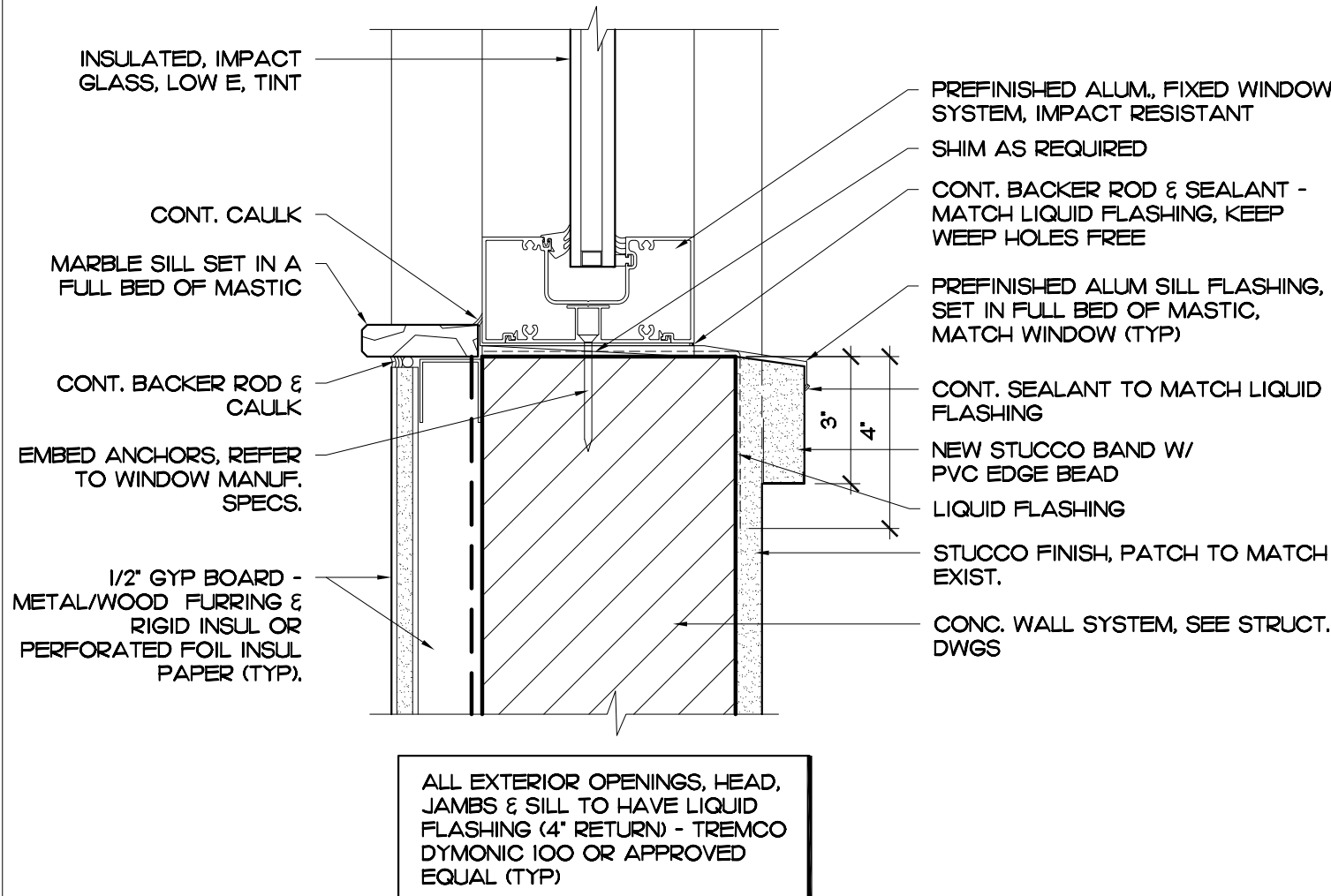
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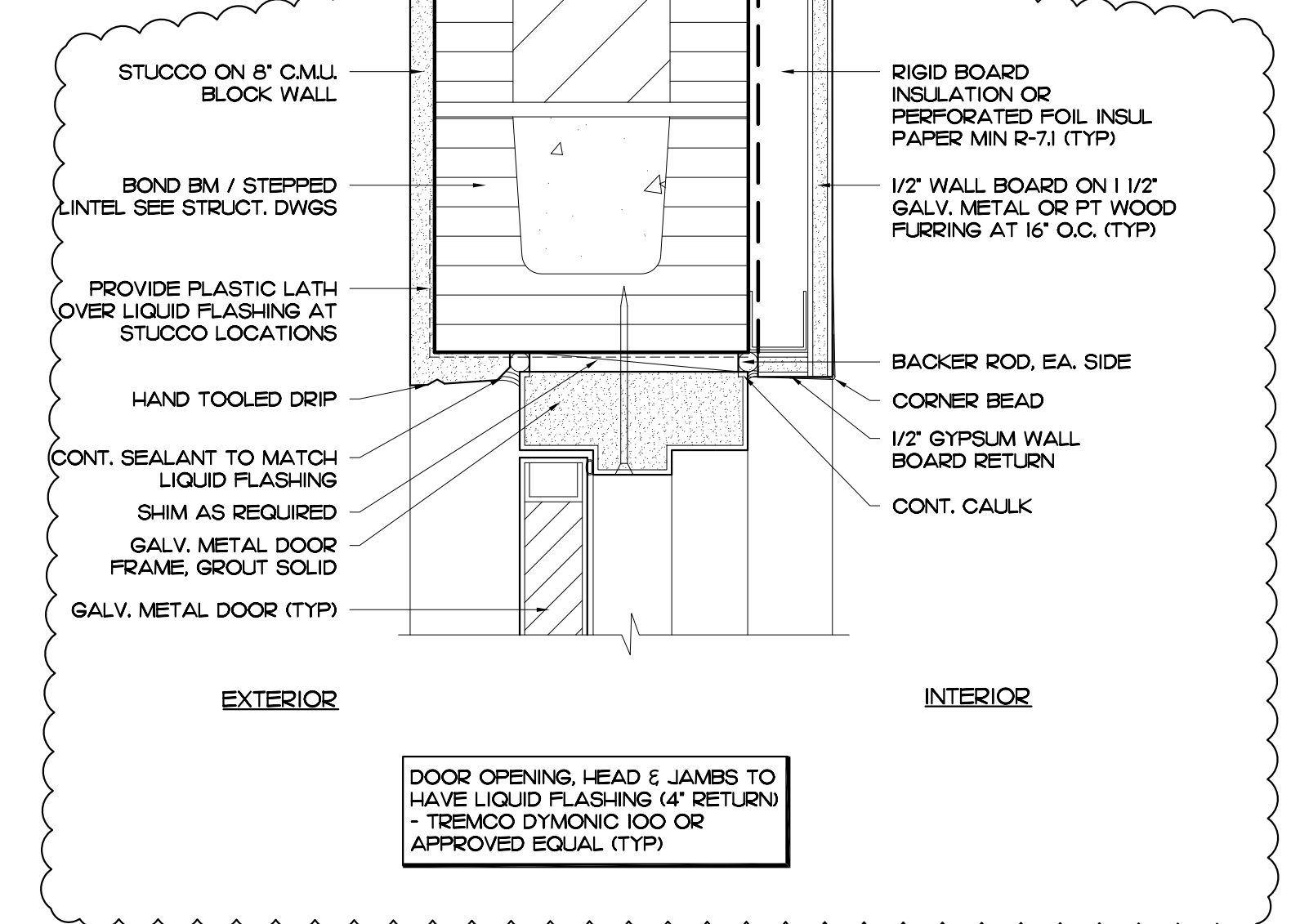
WALL SECTION

SCALE: 3'-1'-0"

2



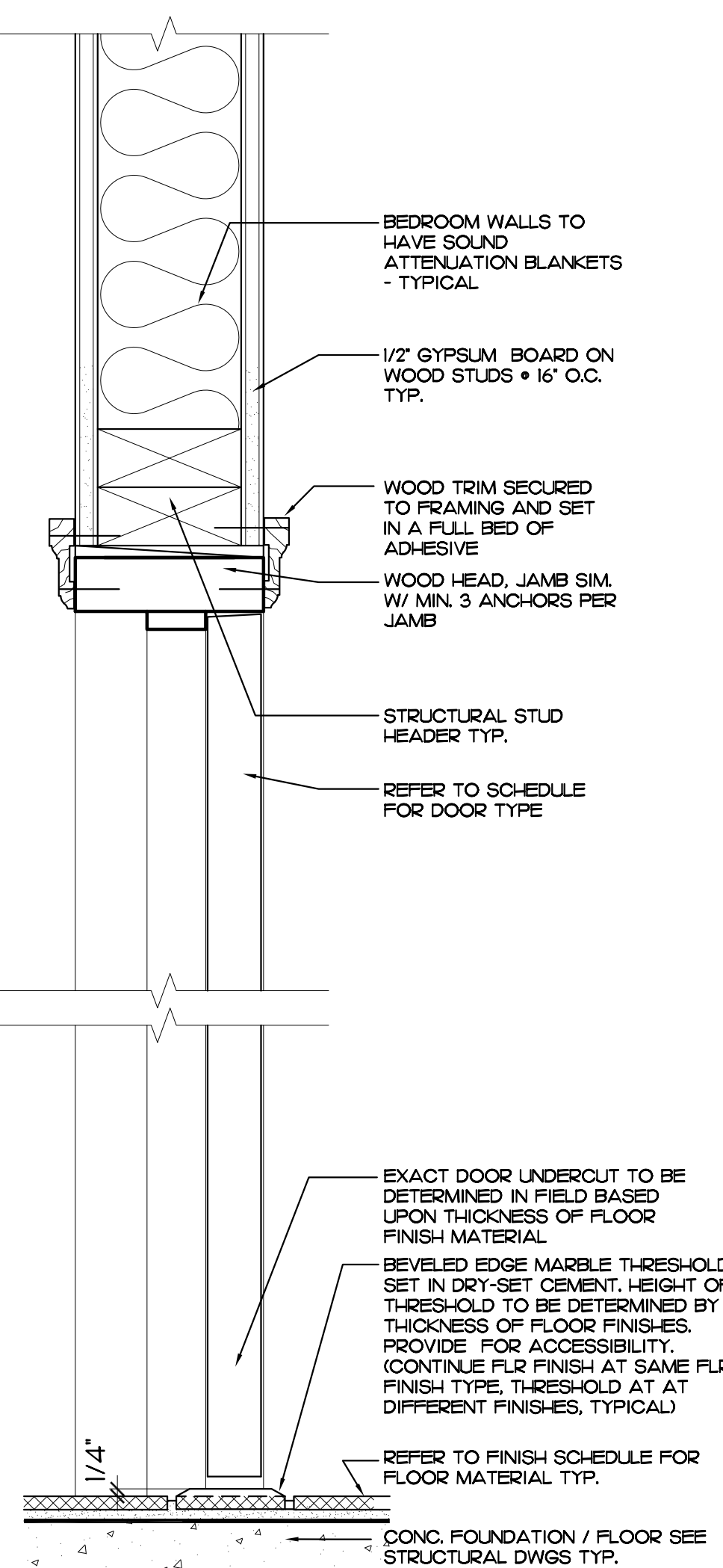
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EXTERIOR DOOR DET.

SCALE: 3'-1'-0"

4



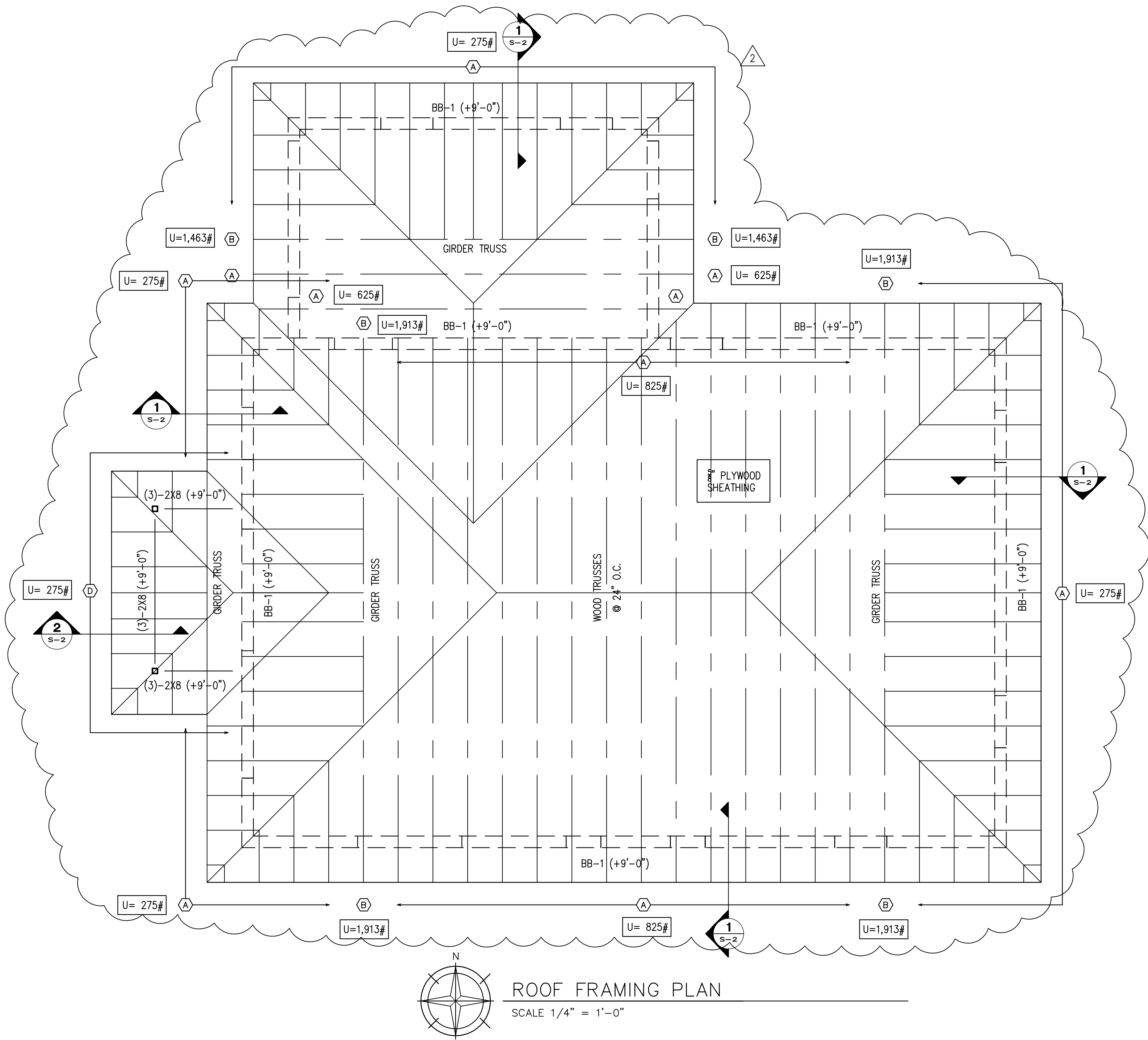
INTERIOR DOOR DET.

SCALE: 3'-1'-0"

4

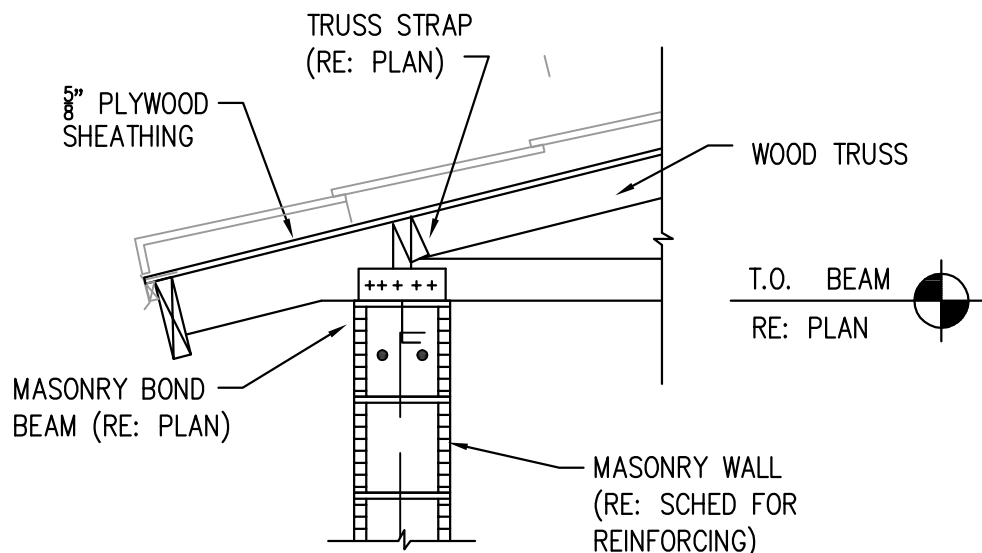




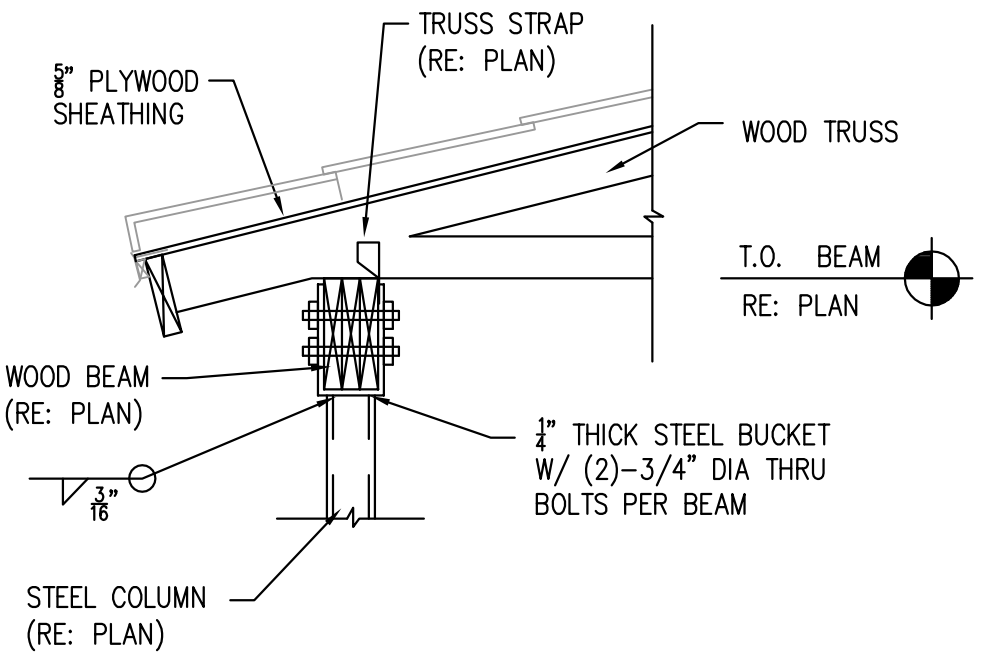


PROVIDE ANCHOR STRAP FROM TABLE BELOW AT EACH BEARING POINT FOR EACH WOOD TRUSS AND EACH GIRDER TRUSS ADEQUATE TO RESIST UPLIFT AS SPECIFIED BY THE WOOD TRUSS MANUFACTURER.								
"SIMPSON" TRUSS TIE DOWN (U.N.O.)								
MARK	ANCHOR TYPE	NAILS TO TRUSS	NAILS TO SEAT	NAILS TO BEAM	ALLOWABLE UPLIFT	LATERAL LOAD PARALLEL TO WALL	LATERAL LOAD PERPEND. TO WALL	FLORIDA PRODUCT APP NUMBER
(A)	HETAL 16	10-10d x 1 1/2"	5-10d x 1 1/2"	-	1810 #	415 #	1100 #	1901.20
(B)	HETAL 16 MSTAM24	10-10d x 1 1/2" 9-10d	5-10d x 1 1/2" -	- (5) 1/4" TAPCONS	3275 #	415 #	1100 #	1901.20 1901.61
(C)	HETAL 16 (2)-MSTAM24	10-10d x 1 1/2" 18-10d	5-10d x 1 1/2" -	- (10) 1/4" TAPCONS	4740 #	415 #	1100 #	1901.20 1901.61
(D)	(2)-H2.5A	10-8d	-	10-8d	1200 #	220 #	220 #	

BEAM SCHEDULE									
BEAM No.	SIZE	REINFORCING					STIRRUPS		REMARKS
		BOTTOM	TOP CONT.	C	D	INT	TIES	SPACING	
BB-1	8"x8"	2-#5	-	-	-	-	-	-	MASONRY BOND BEAM

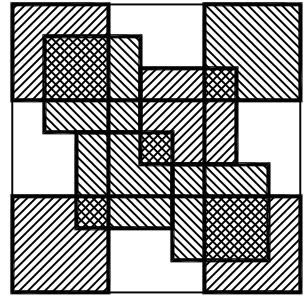


1  
S-2  
3/4" = 1'-0"

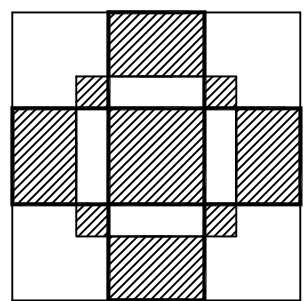


2  
S-2  
3/4" = 1'-0"

**WARREN J. VON WERNE, P.E., INC.**  
STRUCTURAL ENGINEERING CONSULTANTS  
FLORIDA P.E. #56989  
11388 OKEECHOBEE BLVD, SUITE B-101 (561) 795-1818 - PHONE  
ROYAL PALM BEACH, FL 33411 (561) 795-1883 - FAX



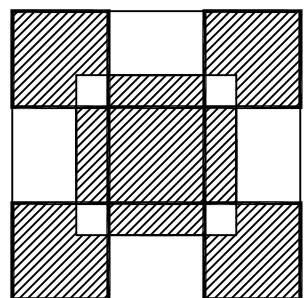
**Colomé & Associates, Inc.**  
AA 0003439  
530 24TH STREET  
WEST PALM BEACH  
FLORIDA, 33407  
(561) 833-9147  
Architect: Elizabeth A. G. Colomé  
REG. NUMBER: AR 0014839



**PBC**  
DES - SINGLE FAMILY  
**RESIDENCE**  
3760 SERUBI AVE  
LAKE WORTH, FL

FLORIDA

PROJECT NO.  
201554



SHEET TITLE:  
**ROOF FRAMING  
SCHEDULES  
SECTION**

REVISIONS:

4/3/20 BLD DEPT

DATE

10/5/18

DRAWN BY:

WVW

CHECKED BY:

WVW

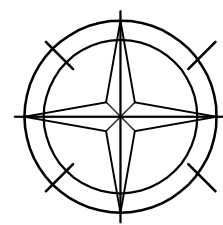
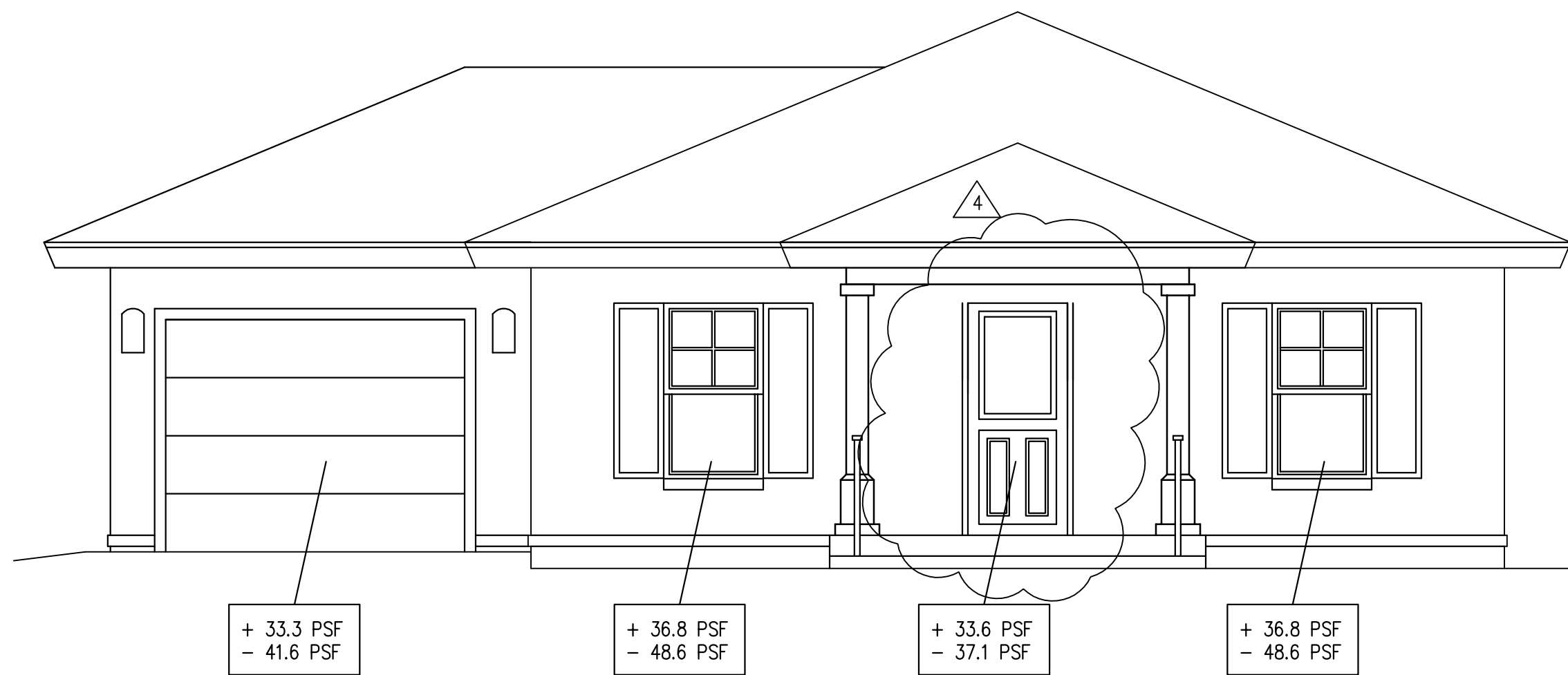
SHEET

NUMBER:

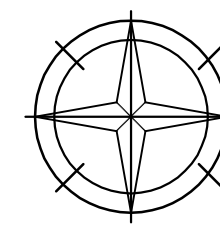
S-2

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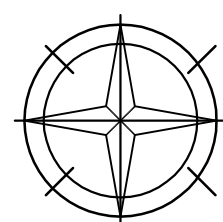
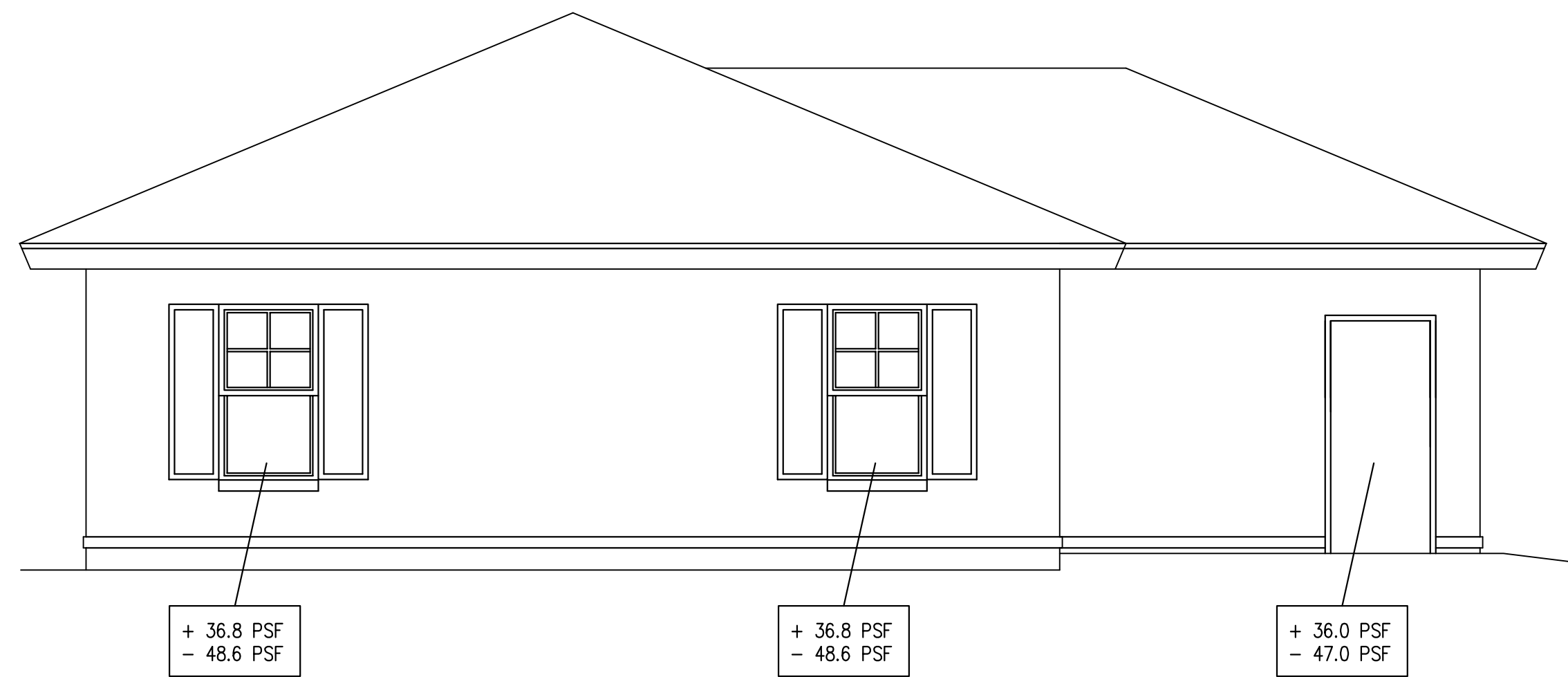




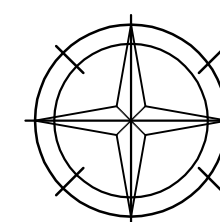
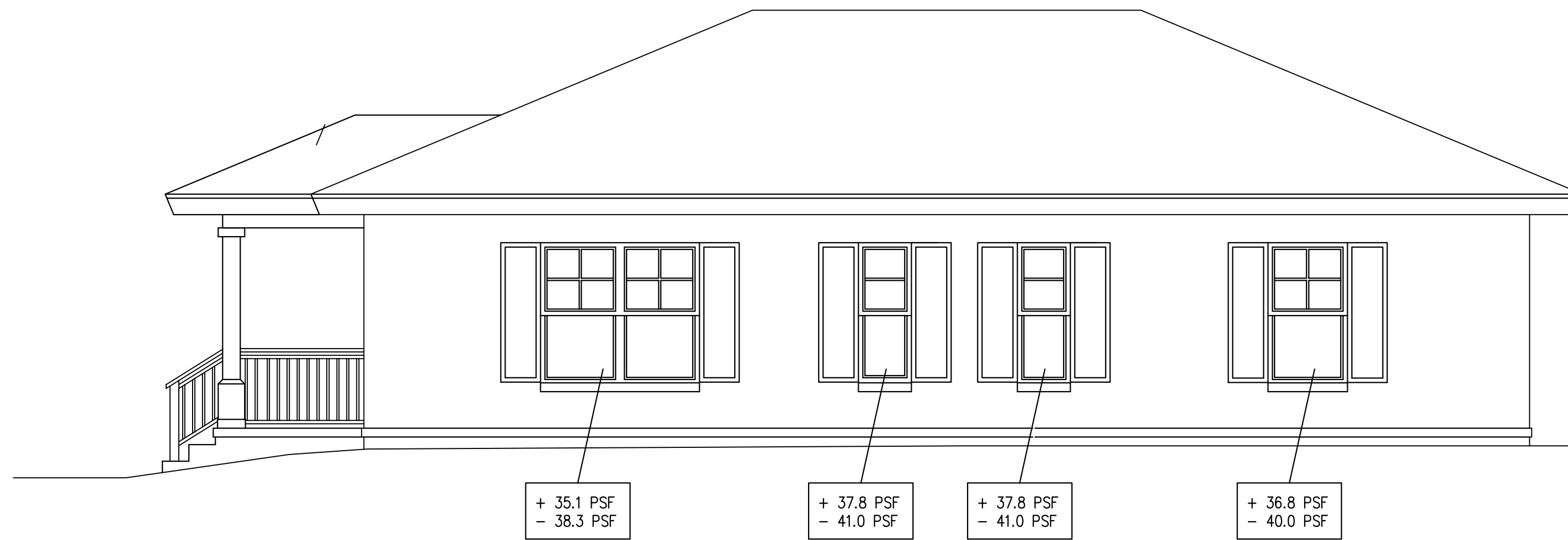
WEST ELEVATION  
SCALE 1/4" = 1'-0"



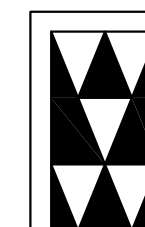
NORTH ELEVATION  
SCALE 1/4" = 1'-0"



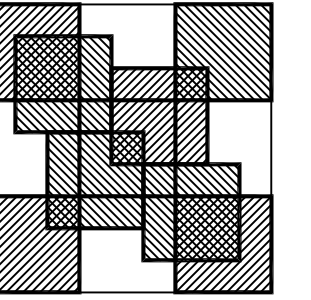
EAST ELEVATION  
SCALE 1/4" = 1'-0"



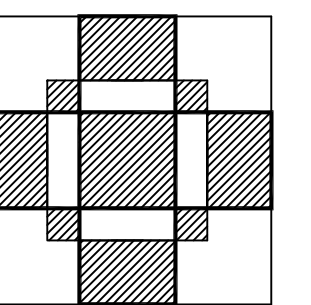
SOUTH ELEVATION  
SCALE 1/4" = 1'-0"



WARREN J. VON WERNE, P.E., INC.  
STRUCTURAL ENGINEERING CONSULTANTS  
FLORIDA P.E. #56989  
11388 OKEECHOBEE BLVD, SUITE B-101 (561) 795-1818 - PHONE  
ROYAL PALM BEACH, FL 33411 (561) 795-1883 - FAX



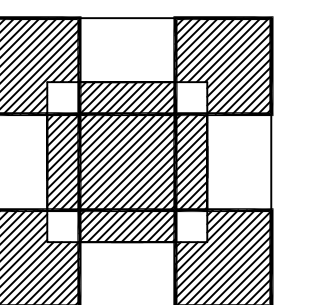
Colomé  
& Associates, Inc.  
AA 0003439  
530 24TH STREET  
WEST PALM BEACH  
FLORIDA, 33407  
(561) 833-9147  
Architect: Elizabeth A. G. Colomé  
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PBC  
DES - SINGLE FAMILY  
RESIDENCE  
3760 SERUBI AVE  
LAKE WORTH, FL

FLORIDA

PROJECT NO.  
201554



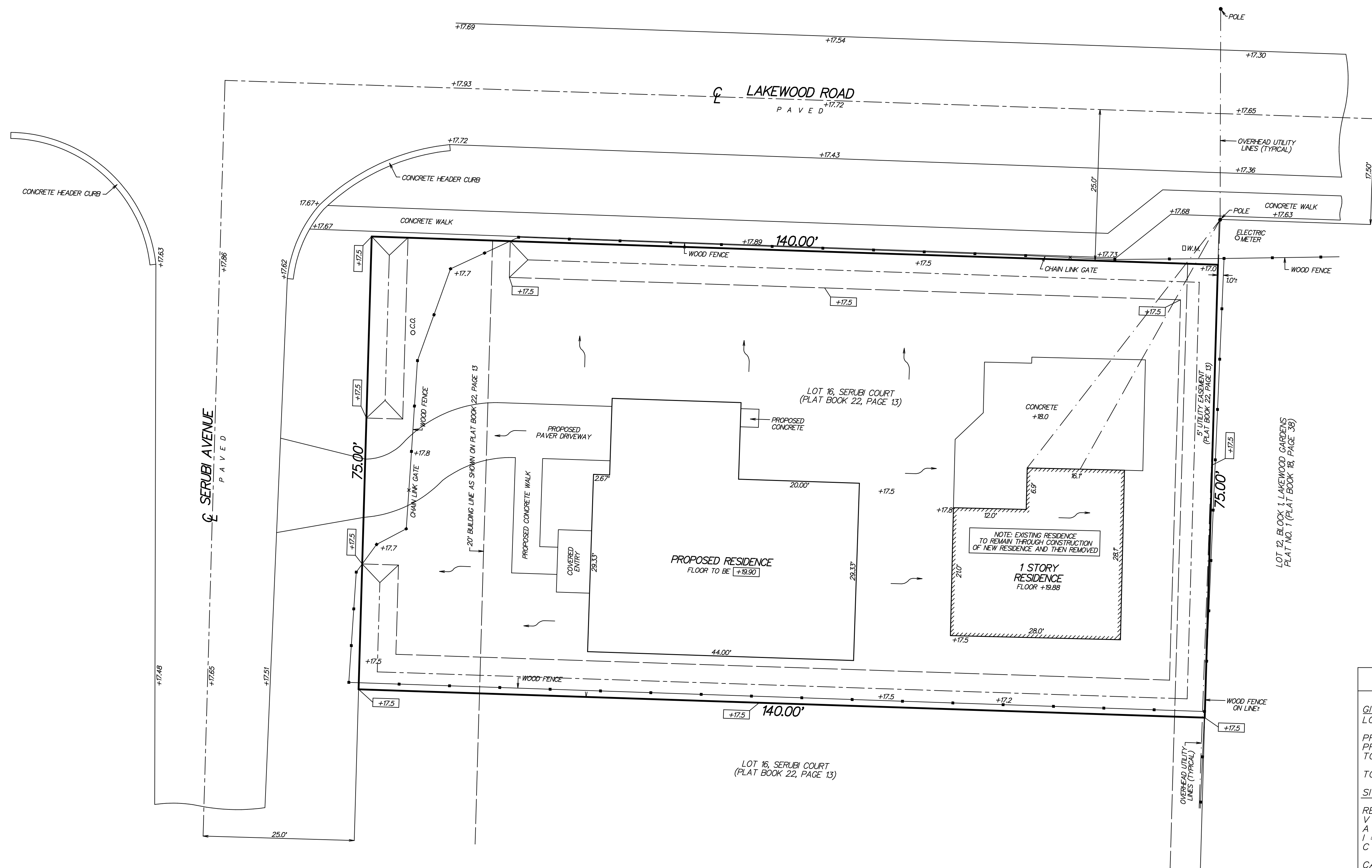
SHEET TITLE:  
WIND  
PRESSURES

REVISIONS:  
8/10/20 MISC  
DATE  
10/5/18  
DRAWN BY:  
WVW  
CHECKED BY:  
WVW

SHEET  
NUMBER:

S-4

# SECTION 7



#### SURVEYOR'S REPORT/LEGEND:

CL = CENTERLINE  
W.M. = WATER METER  
C.O. = SANITARY SEWER CLEAN OUT  
+8.22 = EXISTING ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM 1988. SOURCE: "L-1" NET GPS NETWORK  
= DIRECTION OF DRAINAGE FLOW  
[+17.5] = PROPOSED ELEVATION

FLOOD ZONE: X  
COMMUNITY PANEL NO. 120223  
MAP NO.: 12099C0776  
SUFFIX: F  
MAP DATE: OCTOBER 5, 2017

ALL DIMENSIONS SHOWN BASED ON STANDARD U.S. FOOT

ALL ANGLES AND DIMENSIONS ARE PLAT AND MEASURED UNLESS STATED OTHERWISE

THIS SURVEY HAS ACHIEVED A MINIMUM LEVEL OF CLOSURE OF 1 FOOT IN 10,000 FEET AS REQUIRED FOR COMMERCIAL/HIGH RISK PROPERTY CLOSURE WAS ACHIEVED BASED ON A REDUNDANCY OF MEASUREMENTS FOR VERTICAL HORIZONTAL AND ANGULAR DIMENSIONS.

NO TITLE WAS REVIEWED OR SEARCH OF THE PUBLIC RECORDS WAS MADE IN REGARD TO EASEMENTS THAT MAY AFFECT SUBJECT PARCEL

NO SUBSURFACE SEARCH WAS MADE FOR UTILITIES OR UNDERGROUND FOOTERS

#### DESCRIPTION:

LOT 15, SERUBI COURT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 13, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

#### SITE DRAINAGE CALCULATIONS

GIVEN:  
LOT AREA = 10,489 SQUARE FEET 100%  
PROPOSED RESIDENCE 1,561 SQ.FT. 15%  
PROPOSED DRIVE & PATIOS 562 SQ.FT. 5%  
TOTAL IMPERVIOUS AREA 2,123 SQ.FT. 20%  
TOTAL PERVIOUS AREA 8,366 SQ.FT. 80%  
SITE DRAINAGE CRITERIA:  
RETAIN THE RUNOFF FOR 3 YEAR STORM EVENT  
 $V = AIC$   
 $A = 10,489$   
 $I = 2.5$   
 $C = (2,123 \times 0.9) + (8,366 \times 0.2) / 10,489 = 3,584 / 10,489 = 0.34$   
CALCULATIONS:  
 $V = 10,489 \times (2.5 / 12) \times 0.34 = 743 \text{ CU.FT.}$   
RETENTION VOLUME PROVIDED:  
SWALES:  $V = 1/2(365 \times 6 \times 0.7) = 767 \text{ CU.FT.}$   
TOTAL RETENTION PROVIDED = 767 CU.FT.

#### SITE DRAINAGE MAP

SITE ADDRESS: 3760 SERUBI AVENUE,  
PALM SPRINGS, FLORIDA 33461  
PARCEL NO.: 70-43-44-19-17-000-0150  
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Paul D. Engle  
PAUL D. ENGLE  
SURVEYOR & MAPPER #5708

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

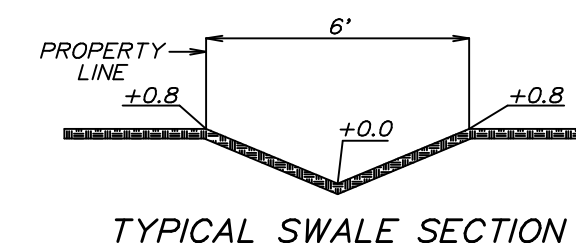
O'BRIEN, SUITER & O'BRIEN, INC.  
LAND SURVEYORS

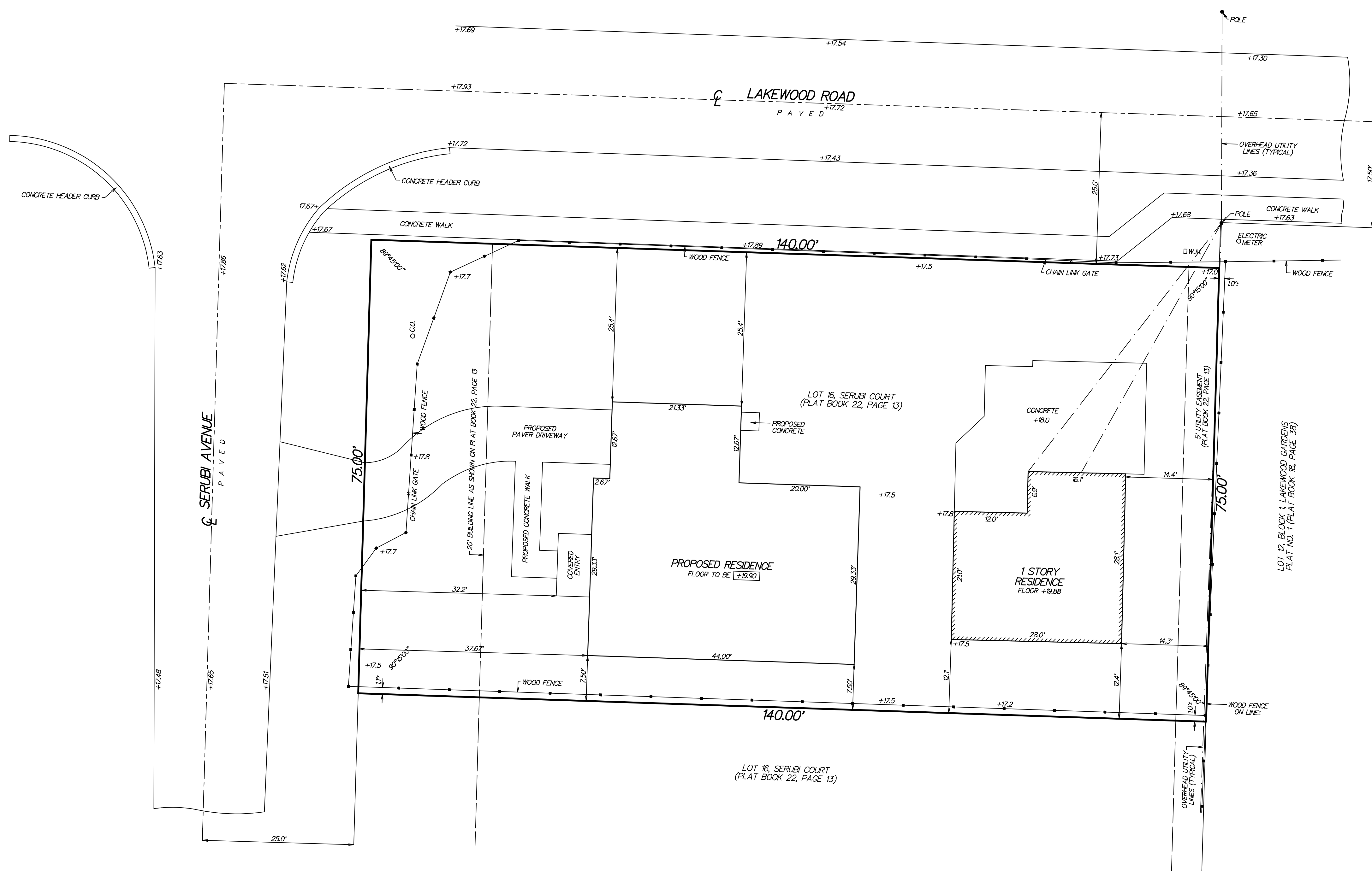
CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. ENGLE  
955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445  
(561) 276-4501 732-3279 FAX 276-2390

DATE OF SURVEY  
OCTOBER 25, 2019  
FIELD BOOK  
M.74

PAGE NO.  
52

SCALE: 1" = 10'  
ORDER NO.: 20-3db





CL = CENTERLINE  
 W.M. = WATER METER  
 C.O. = SANITARY SEWER CLEAN OUT  
 +8.22 = ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM 1988. SOURCE "1-NET GPS NETWORK"

FLOOD ZONE: X  
COMMUNITY PANEL NO. 120223  
MAP NO.: 12099C0776  
SUFFIX: F  
MAP DATE: OCTOBER 5, 2017

ALL DIMENSIONS SHOWN BASED ON STANDARD  
U.S. FOOT

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AND MEASURED UNLESS STATED OTHERWISE

THIS SURVEY HAS ACHIEVED A MINIMUM LEVEL OF CLOSURE OF 1 FOOT IN 10,000 FEET AS REQUIRED FOR COMMERCIAL/HIGH RISK PROPERTY CLOSURE WAS ACHIEVED BASED ON A REDUNDANCY OF MEASUREMENTS FOR VERTICAL HORIZONTAL AND ANGULAR DIMENSIONS.

NO TITLE WAS REVIEWED OR SEARCH OF THE PUBLIC RECORDS WAS MADE IN REGARD TO EASEMENTS THAT MAY AFFECT SUBJECT PARCEL

NO SUBSURFACE SEARCH WAS MADE FOR UTILITIES OR UNDERGROUND FOOTERS

LOT 15, SERUBI COURT, ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 13,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SITE ADDRESS: 3760 SERUBI AVENUE,  
PALM SPRINGS, FLORIDA 33461  
PARCEL NO.: 70-43-44-19-17-000-0150

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

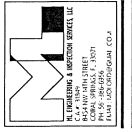
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. ENGLE  
955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445  
(561) 276-4501 732-3279 FAX 276-2390

DATE OF SURVEY OCTOBER 25, 2019	SCALE: 1" = 10'
FIELD BOOK PAGE NO. M.74 52	ORDER NO.: 20-3ab

# SECTION 8

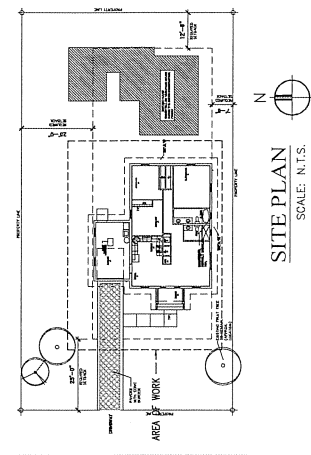




PROJECT NAME:  
 COPPIN RESIDENCE  
 LAKE WORTH, FL  
 3760 SERUB AVE

SEAL  
 Maurice Lord, P.E.  
 P.E. No. 872500  
 State of Florida  
 Professional Engineer  
 Civil  
 151900718  
 FILE NAME

PROJECT NO.: RR-2018-003  
 CHECKED BY: MEL  
 DATE: 11/16/2018  
 FILE NAME:  
 SHEET NO.

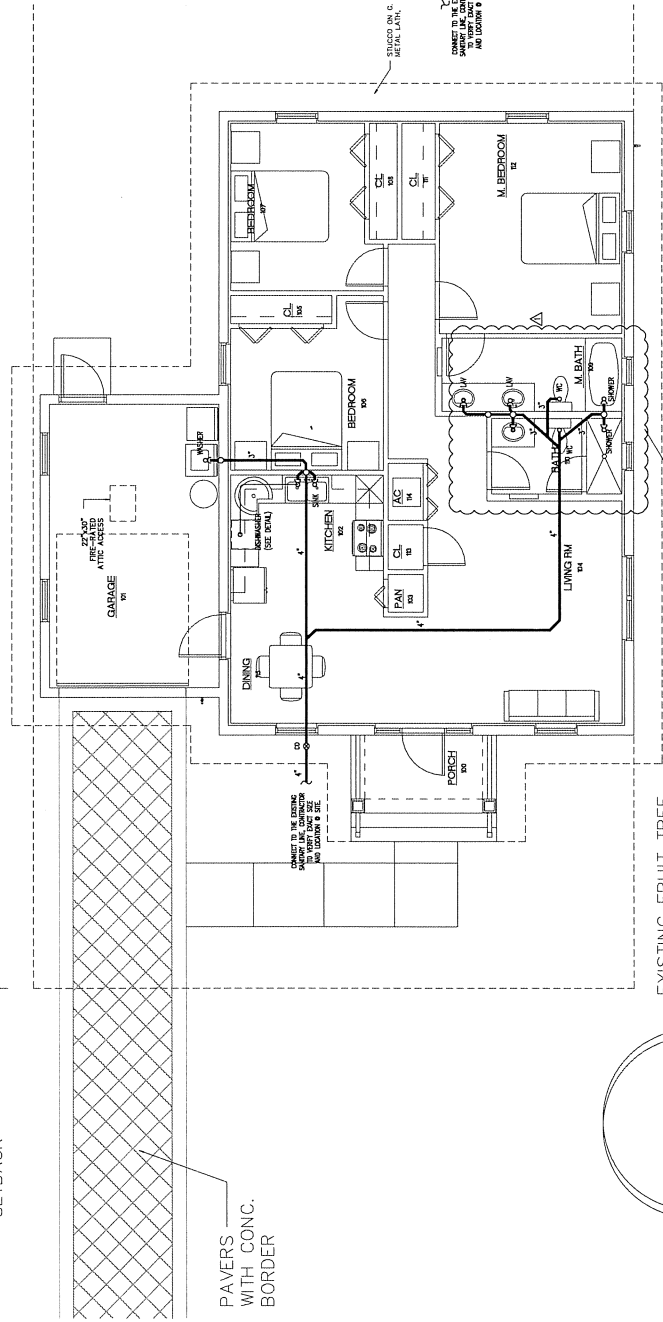


SITE PLAN  
 SCALE: N.T.S.

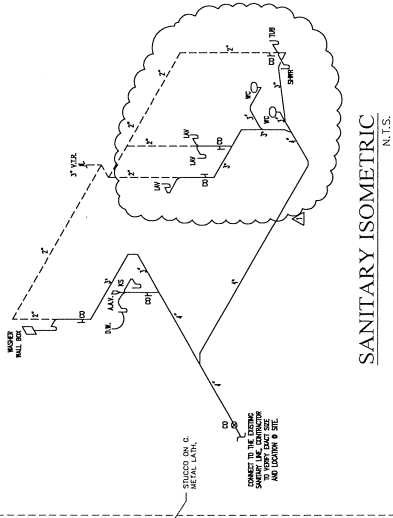
REQUIRED  
 SETBACK

PAVERS  
 WITH CONC.  
 BORDER

EXISTING FRUIT TREE  
 TO REMAIN.  
 (APPROX.  
 LOCATION)



SANITARY PLAN  
 SCALE: 1/4" = 1'-0"



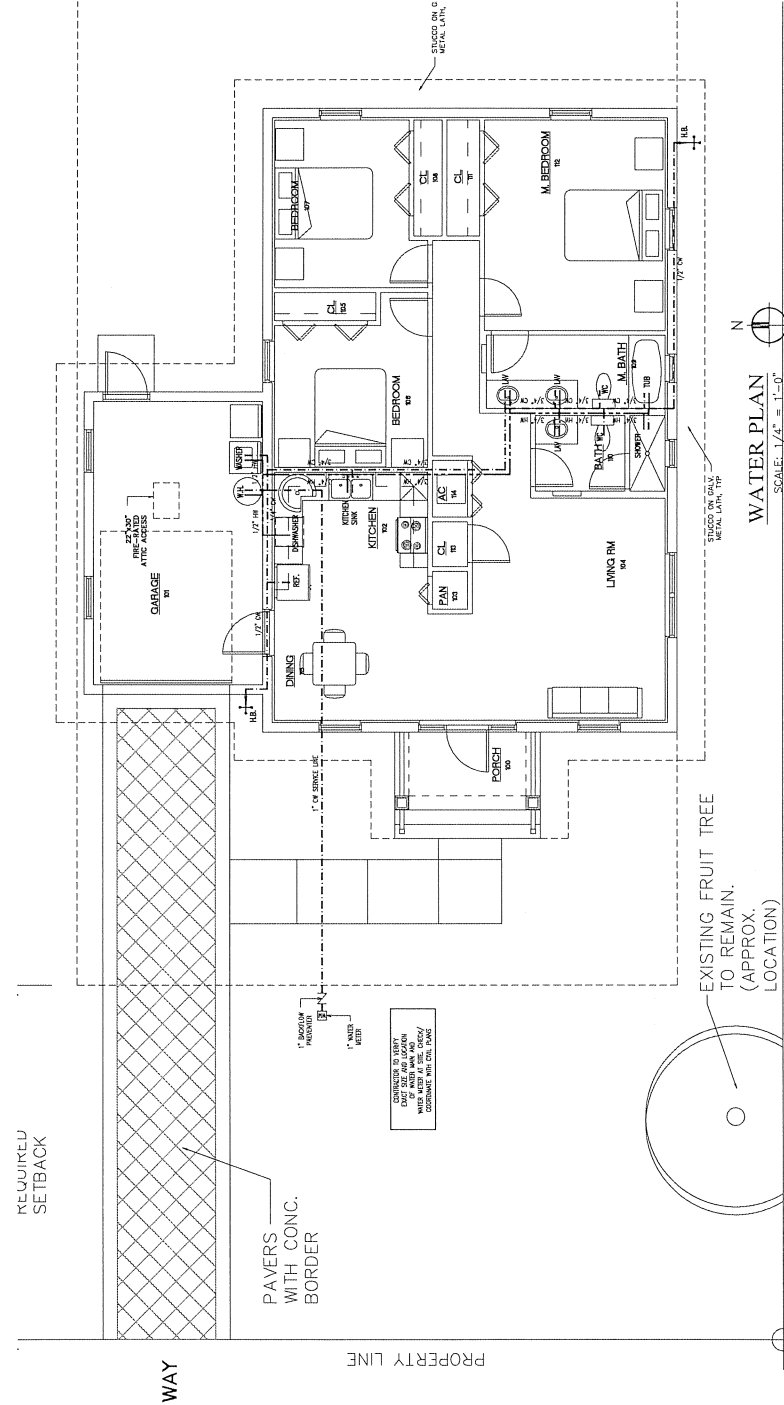
SANITARY ISOMETRIC  
 N.T.S.



SEAL

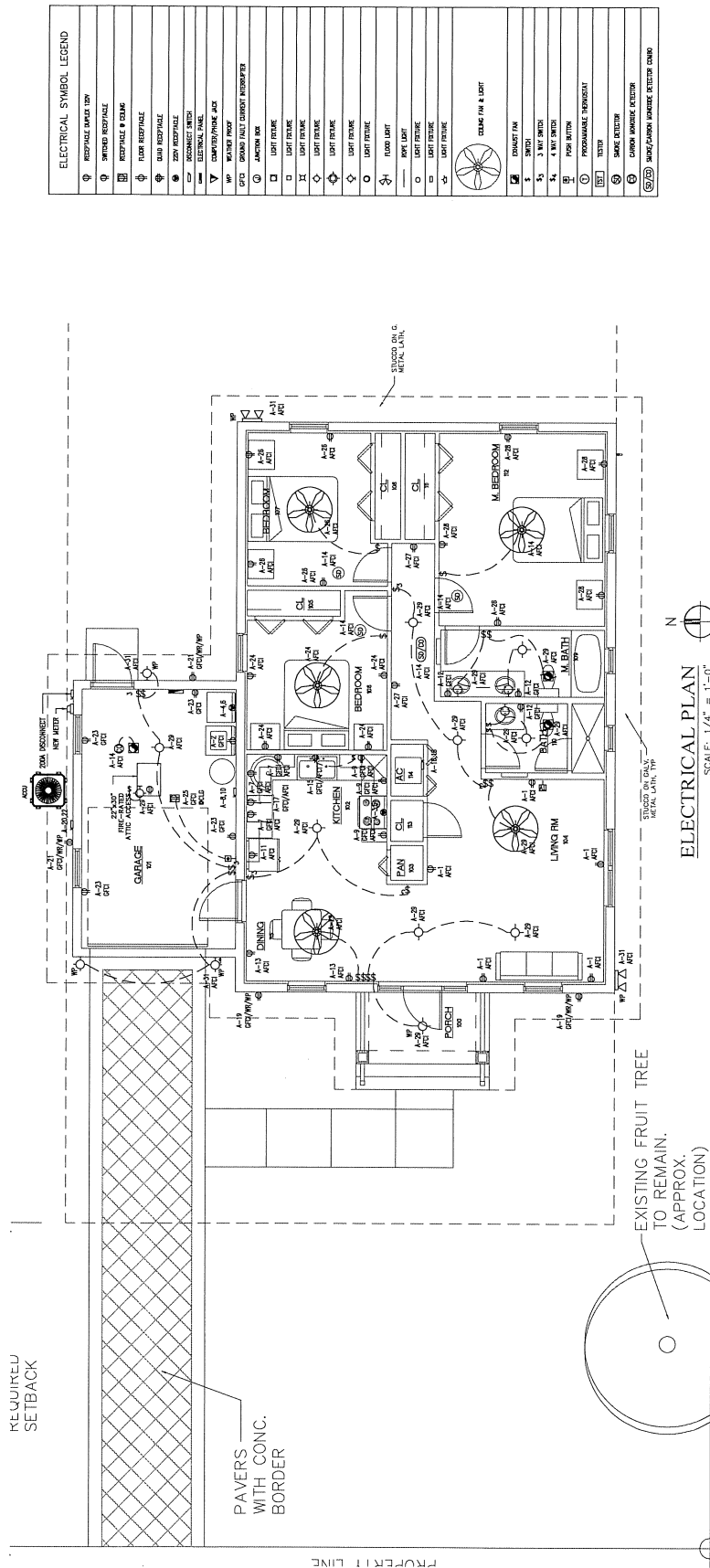
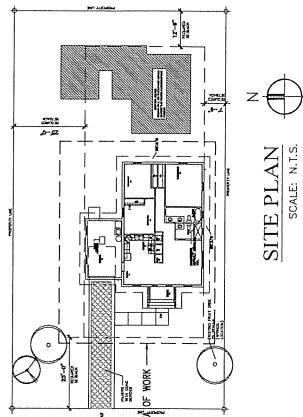
SHEET NO.
























SHEET: 2 OF 3









ELECTRICAL SYMBOL LEGEND	
	RESIDUAL VOLTAGE UNIT
	SWITCHED RESIDUAL
	RESIDUAL & RCB
	FLOOR RESIDUAL
	UNIT RESIDUAL
	ZENER RESIDUAL
	EARTH LEAKAGE RESIDUAL
	COMPLETED PHASE JACK
	VOLTAGE PROOF
GFCI GROUND FAULT CURRENT INTERRUPTER	
	JUNCTION BOX
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REVISION

MAURICE LUND P.E. #72550  
C.E.P. #1886 - FLORIDA STATE  
COPPIN RESIDENCE  
DATE: 11/15/2018  
FILE NAME: M-1

PROJECT NAME: COPPIN RESIDENCE  
3760 SERUBI AVE  
LAKE WORTH, FL

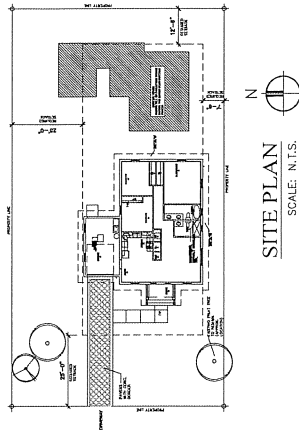
SCALE

MAURICE LUND P.E. #72550  
PROJECT NO.: RM-2018-003  
DRAWN BY: MEL  
CHECKED BY: MEL  
DATE: 11/15/2018  
FILE NAME

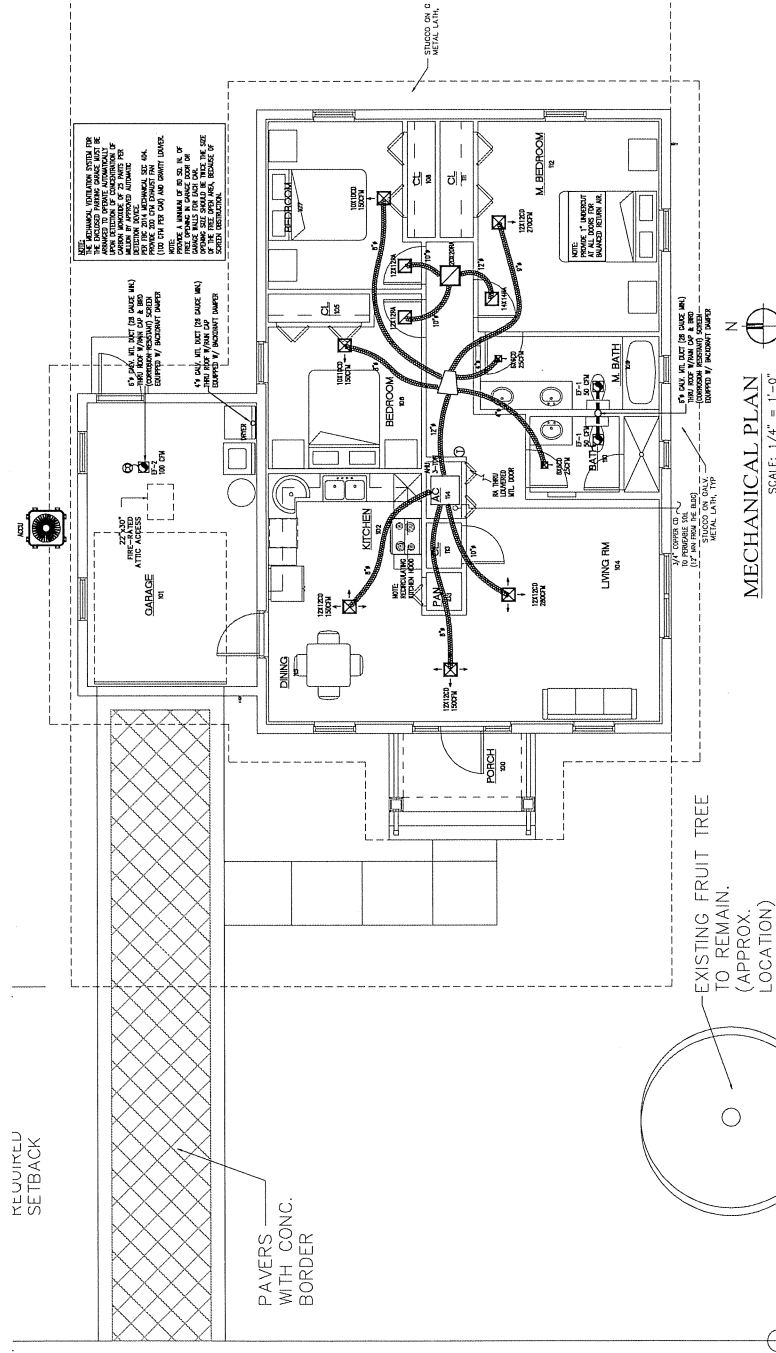
SHEET NO.

M-1

SHEET: 1 OF 2




MECHANICAL LEGEND	
①	Proposed Mechanical
4-1/2" Ø	4-1/2" SUPPLY AIR DIFFUSER
6-1/2" Ø	6-1/2" SUPPLY AIR DIFFUSER
8-1/2" Ø	8-1/2" SUPPLY AIR DIFFUSER
10-1/2" Ø	10-1/2" SUPPLY AIR DIFFUSER
12-1/2" Ø	12-1/2" SUPPLY AIR DIFFUSER
14-1/2" Ø	14-1/2" SUPPLY AIR DIFFUSER
16-1/2" Ø	16-1/2" SUPPLY AIR DIFFUSER
18-1/2" Ø	18-1/2" SUPPLY AIR DIFFUSER
20-1/2" Ø	20-1/2" SUPPLY AIR DIFFUSER
22-1/2" Ø	22-1/2" SUPPLY AIR DIFFUSER
24-1/2" Ø	24-1/2" SUPPLY AIR DIFFUSER
26-1/2" Ø	26-1/2" SUPPLY AIR DIFFUSER
28-1/2" Ø	28-1/2" SUPPLY AIR DIFFUSER
30-1/2" Ø	30-1/2" SUPPLY AIR DIFFUSER
32-1/2" Ø	32-1/2" SUPPLY AIR DIFFUSER
34-1/2" Ø	34-1/2" SUPPLY AIR DIFFUSER
36-1/2" Ø	36-1/2" SUPPLY AIR DIFFUSER
38-1/2" Ø	38-1/2" SUPPLY AIR DIFFUSER
40-1/2" Ø	40-1/2" SUPPLY AIR DIFFUSER
42-1/2" Ø	42-1/2" SUPPLY AIR DIFFUSER
44-1/2" Ø	44-1/2" SUPPLY AIR DIFFUSER
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50-1/2" Ø	50-1/2" SUPPLY AIR DIFFUSER
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56-1/2" Ø	56-1/2" SUPPLY AIR DIFFUSER
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62-1/2" Ø	62-1/2" SUPPLY AIR DIFFUSER
64-1/2" Ø	64-1/2" SUPPLY AIR DIFFUSER
66-1/2" Ø	66-1/2" SUPPLY AIR DIFFUSER
68-1/2" Ø	68-1/2" SUPPLY AIR DIFFUSER
70-1/2" Ø	70-1/2" SUPPLY AIR DIFFUSER
72-1/2" Ø	72-1/2" SUPPLY AIR DIFFUSER
74-1/2" Ø	74-1/2" SUPPLY AIR DIFFUSER
76-1/2" Ø	76-1/2" SUPPLY AIR DIFFUSER
78-1/2" Ø	78-1/2" SUPPLY AIR DIFFUSER
80-1/2" Ø	80-1/2" SUPPLY AIR DIFFUSER
82-1/2" Ø	82-1/2" SUPPLY AIR DIFFUSER
84-1/2" Ø	84-1/2" SUPPLY AIR DIFFUSER
86-1/2" Ø	86-1/2" SUPPLY AIR DIFFUSER
88-1/2" Ø	88-1/2" SUPPLY AIR DIFFUSER
90-1/2" Ø	90-1/2" SUPPLY AIR DIFFUSER
92-1/2" Ø	92-1/2" SUPPLY AIR DIFFUSER
94-1/2" Ø	94-1/2" SUPPLY AIR DIFFUSER
96-1/2" Ø	96-1/2" SUPPLY AIR DIFFUSER
98-1/2" Ø	98-1/2" SUPPLY AIR DIFFUSER
100-1/2" Ø	100-1/2" SUPPLY AIR DIFFUSER



EXISTING FRUIT TREE  
TO REMAIN.  
(APPROX.  
LOCATION)

PAVERS  
WITH CONC.  
BORDER

REQUIRED  
SETBACK

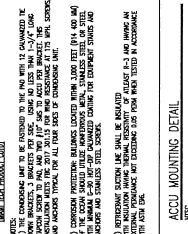


**ML ENGINEERING & INSPECTION SERVICES, LLC**  
 C.A. # 33869  
 9452 NW 14TH STREET  
 CORAL SPRINGS, FL 33071  
 P-1 561-386-6056  
 EMAIL: LJOLORED@EMAIL.COM

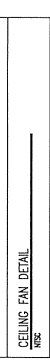
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SHEET NO.

M-2  
SHEET: 2 OF 2

[illegible]

5216

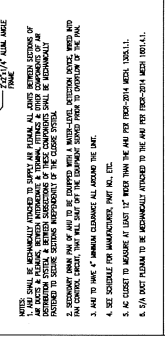


DRAWING SCHEDULE									
TAG	BASIS OF DESIGN	FUNCTIONALITY	SYSTEM ARCHITECTURE	FUNCTIONALITY	SYSTEM ARCHITECTURE	ELECTRICAL DATA		POWER SUPPLY	REMARKS
						POTENTIAL	VOLTAGE		
U-1	MAIN POWER SUPPLY	240V AC	100A	1000W	1000W	100A	1000W	100A	1000W
U-2	MAIN POWER SUPPLY	240V AC	100A	1000W	1000W	100A	1000W	100A	1000W

## MISC



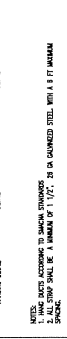
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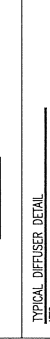
## MISC

1. METALLIC	DUCTILE	LOCATED	NON-METALLIC	EXCEEDS	INSULATING	BE SUPPLIED	FLUORESCENT
2.							
3.							
4.							

13. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND REPORT ANY DISCREPANCY TO ENGINEER.



## METHODS OF HANGING DOGS



MTSC



**Load Short Form  
AC 1**  
**3760 SERUBI AVE**

Job:  
Date:  
By:

### Project Information

For: 3760 SERUBI AVE  
3760 SERUBI AVE, LAKE WORTH, FL 33461

### Design Information

	Htg	Clg	Infiltration	
Outside db (°F)	48	90	Method	Simplified
Inside db (°F)	70	75	Construction quality	Semi-tight
Design TD (°F)	22	15	Fireplaces	
Daily range	-	L		
Inside humidity (%)	30	50		
Moisture difference (gr/lb)	-7	59		

0

#### HEATING EQUIPMENT

Make	TRANE
Trade	ELECTRIC HEAT
Model	TEM6A0C36
AHRI ref	
Efficiency	100 AFUE
Heating input	7.7 kW
Heating output	26180 Btuh
Temperature rise	20 °F
Actual air flow	1200 cfm
Air flow factor	0.101 cfm/Btuh
Static pressure	0.50 in H2O
Space thermostat	Heat/Cool

#### COOLING EQUIPMENT

Make	TRANE
Trade	SPLIT SYSTEM
Cond	4TTR6036
Coil	TEM6A0C36
AHRI ref	
Efficiency	16.5 SEER
Sensible cooling	27000 Btuh
Latent cooling	8000 Btuh
Total cooling	35000 Btuh
Actual air flow	1200 cfm
Air flow factor	0.066 cfm/Btuh
Static pressure	0.50 in H2O
Load sensible heat ratio	0.81

ROOM NAME	Area (ft²)	Htg load (Btuh)	Clg load (Btuh)	Htg AVF (cfm)	Clg AVF (cfm)
LIVING	244	2676	3384	271	224
DINING	124	1638	1606	166	106
KITCHEN	134	371	1861	38	123
BEDROOM 2	152	879	2180	89	144
BEDROOM 3	161	2295	3156	233	209
MASTER BEDROOM	246	2822	4992	286	330
MASTER BATH	77	525	399	53	26
BATH 2	62	550	386	56	25
HALL	92	82	185	8	12

Calculations approved by ACCA to meet all requirements of Manual J 8th Ed.



Right-Suite® Universal 2018 18.0.11 RSU08504

...YCalcs\ Desktop\ AC COPPIN RESIDENCE 11-15-18.rup Calc = MJ8 Front Door faces: W



Digitally signed by Maurice Lord  
DN: c=US, o=ML Engineering  
and Inspection Services,  
ou=A01410C0000017547A85CD  
100008267, cn=Maurice Lord  
Date: 2021.01.25 16:41:49 -05'00'

2021-Jan-24 21:29:08

Page 1

AC 1	1291	11837	18148	1200	1200
Other equip loads		877	615		
Equip. @ 1.00 RSM			18763		
Latent cooling			4288		
TOTALS	1291	12715	23051	1200	1200

Calculations approved by ACCA to meet all requirements of Manual J 8th Ed.





**Project Summary**  
**AC 1**  
**3760 SERUBI AVE**

Job:  
Date:  
By:

## Project Information

For: 3760 SERUBI AVE  
3760 SERUBI AVE, LAKE WORTH, FL 33461

Notes:

## Design Information

Weather: West Palm Beach Intl AP, FL, US

### Winter Design Conditions

Outside db	48 °F
Inside db	70 °F
Design TD	22 °F

### Summer Design Conditions

Outside db	90 °F
Inside db	75 °F
Design TD	15 °F
Daily range	L
Relative humidity	50 %
Moisture difference	59 gr/lb

### Heating Summary

Structure	9227 Btuh
Ducts	2611 Btuh
Central vent (37 cfm)	877 Btuh
Outside air	
Humidification	0 Btuh
Piping	0 Btuh
Equipment load	12715 Btuh

### Sensible Cooling Equipment Load Sizing

Structure	14751 Btuh
Ducts	3397 Btuh
Central vent (37 cfm)	615 Btuh
Outside air	
Blower	0 Btuh
Use manufacturer's data	y
Rate/swing multiplier	1.00
Equipment sensible load	18763 Btuh

### Infiltration

Method	Simplified
Construction quality	Semi-tight
Fireplaces	0

### Latent Cooling Equipment Load Sizing

Structure	2045 Btuh
Ducts	763 Btuh
Central vent (37 cfm)	1479 Btuh
Outside air	
Equipment latent load	4288 Btuh

	Heating	Cooling
Area (ft²)	1291	1291
Volume (ft³)	11616	11616
Air changes/hour	0.31	0.16
Equiv. AVF (cfm)	60	31

<b>Equipment Total Load (Sen+Lat)</b>	<b>23051 Btuh</b>
Req. total capacity at 0.77 SHR	2.0 ton

### Heating Equipment Summary

Make	TRANE
Trade	ELECTRIC HEAT
Model	TEM6A0C36
AHRI ref	

Efficiency	100 AFUE
Heating input	7.7 kW
Heating output	26180 Btuh
Temperature rise	20 °F
Actual air flow	1200 cfm
Air flow factor	0.101 cfm/Btuh
Static pressure	0.50 in H2O
Space thermostat	Heat/Cool

### Cooling Equipment Summary

Make	TRANE
Trade	SPLIT SYSTEM
Cond	4TTR6036
Coil	TEM6A0C36
AHRI ref	

Efficiency	16.5 SEER
Sensible cooling	27000 Btuh
Latent cooling	8000 Btuh
Total cooling	35000 Btuh
Actual air flow	1200 cfm
Air flow factor	0.066 cfm/Btuh
Static pressure	0.50 in H2O
Load sensible heat ratio	0.81

Calculations approved by ACCA to meet all requirements of Manual J 8th Ed.



Right-Suite® Universal 2018 18.0.11 RSU08504

...yCalcs\Desktop\AC COPPIN RESIDENCE 11-15-18.rup Calc = MJ8 Front Door faces: W

2021-Jan-24 21:29:08

Page 1



**AED Assessment**  
**AC 1**  
**3760 SERUBI AVE**

Job:  
Date:  
By:

### Project Information

For: 3760 SERUBI AVE  
3760 SERUBI AVE, LAKE WORTH, FL 33461

### Design Conditions

**Location:**

West Palm Beach Intl AP, FL, US  
Elevation: 20 ft  
Latitude: 27°N

**Indoor:**

Indoor temperature (°F)  
Design TD (°F)  
Relative humidity (%)  
Moisture difference (gr/lb)

**Heating**

70  
22  
30  
-7.4

**Cooling**

75  
15  
50  
59.2

**Outdoor:**

Dry bulb (°F)  
Daily range (°F)  
Wet bulb (°F)  
Wind speed (mph)

**Heating**

48  
-  
-  
15.0

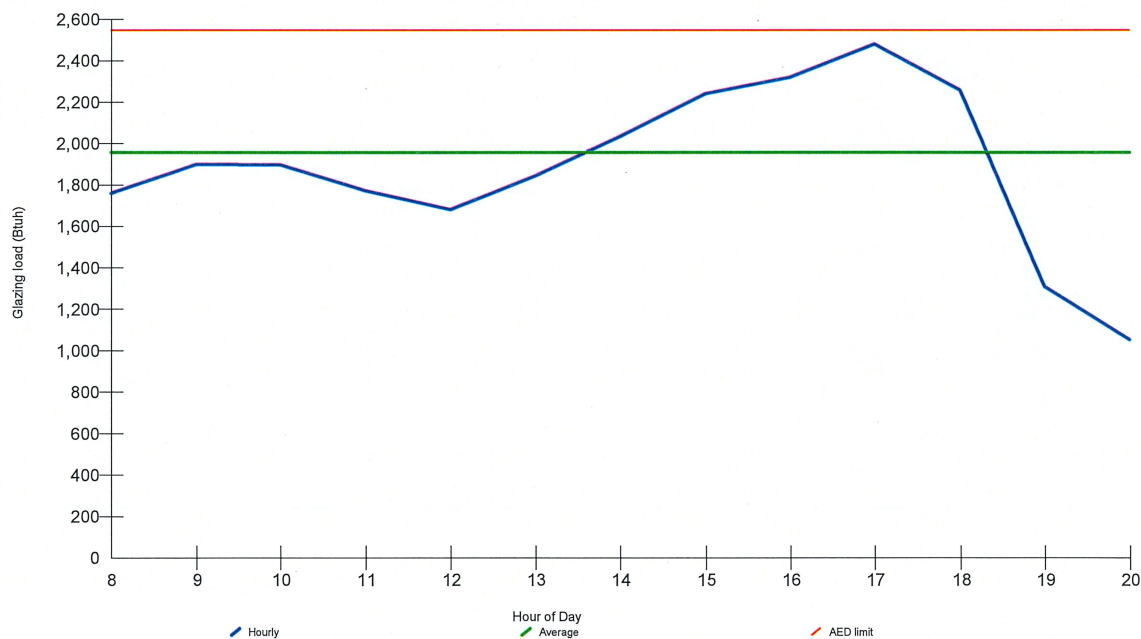
**Cooling**

90  
13 ( L )  
78  
7.5

**Infiltration:**

### Test for Adequate Exposure Diversity

#### Hourly Glazing Load



Maximum hourly glazing load exceeds average by 26.7%.

House has adequate exposure diversity (AED), based on AED limit of 30%.

AED excursion: 0 Btuh





This combination qualifies for a Federal Energy Efficiency Tax Credit when placed in service between 1/1/2015 and 12/31/2020.

# Certificate of Product Ratings

AHRI Certified Reference Number : 8627727

Date : 01-25-2021

Model Status : Active

AHRI Type : RCU-A-CB (Split System: Air-Cooled Condensing Unit, Coil with Blower)

Series : XR16

Outdoor Unit Brand Name : TRANE

Outdoor Unit Model Number (Condenser or Single Package) : 4TTR6036J1

Indoor Unit Model Number (Evaporator and/or Air Handler) : TEM6A0C36H31+TDR

Region : All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note : Central air conditioners manufactured prior to January 1, 2015 are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016 central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

The manufacturer of this TRANE product is responsible for the rating of this system combination.

Rated as follows in accordance with the latest edition of AHRI 210/240 with Addendum 1, Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment and subject to rating accuracy by AHRI-sponsored, independent, third party testing:

Cooling Capacity (A2) - Single or High Stage (95F), btuh : 35000

SEER : 16.50

EER (A2) - Single or High Stage (95F) : 14.00

www.ahridirectory.org

†"Active" Model Status are those that an AHRI Certification Program Participant is currently producing AND selling or offering for sale; OR new models that are being marketed but are not yet being produced. "Production Stopped" Model Status are those that an AHRI Certification Program Participant is no longer producing BUT is still selling or offering for sale.

Ratings that are accompanied by WAS indicate an involuntary re-rate. The new published rating is shown along with the previous (i.e. WAS) rating.

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AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the directory at [www.ahridirectory.org](http://www.ahridirectory.org).

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## CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at [www.ahridirectory.org](http://www.ahridirectory.org), click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued, which is listed above, and the Certificate No., which is listed at bottom right.

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we make life better™

CERTIFICATE NO.:

132560819375685760

## **RESIDENTIAL ENERGY CONSERVATION CODE DOCUMENTATION CHECKLIST**

### ***Florida Department of Business and Professional Regulation Simulated Performance Alternative (Performance) Method***

***Applications for compliance with the 2017 Florida Building Code, Energy Conservation via the Residential Simulated Performance Alternative shall include:***

- ☒ *This checklist*
- ☒ *A Form R405 report that documents that the Proposed Design complies with Section R405.3 of the Florida Energy Code. This form shall include a summary page indicating home address, e-ratio and the pass or fail status along with summary areas and types of components, whether the home was simulated as a worst-case orientation, name and version of the compliance software tool, name of individual completing the compliance report (one page) and an input summary checklist that can be used for field verification (usually four pages/may be greater).*
- ☒ *Energy Performance Level (EPL) Display Card (one page)*
- ☒ *HVAC system sizing and selection based on ACCA Manual S or per exceptions provided in Section R403.7*
- ☒ *Mandatory Requirements (five pages)*

#### ***Required prior to CO for the Performance Method:***

- ☐ *Air Barrier and Insulation Inspection Component Criteria checklist (Table R402.4.1.1 - one page)*
- ☐ *A completed Envelope Leakage Test Report (usually one page)*
- ☐ *If Form R405 duct leakage type indicates anything other than "default leakage", then a completed Form R405 Duct Leakage Test Report (usually one page)*



**FLORIDA ENERGY EFFICIENCY CODE FOR BUILDING CONSTRUCTION**

Florida Department of Business and Professional Regulation - Residential Performance Method

Project Name: 3760 SERUBI AVE Street: 3760 SERUBI AVE City, State, Zip: LAKE WORTH, FL, 33461 Owner: 3760 SERUBI AVE Design Location: FL, West Palm Beach	Builder Name: Permit Office: LAKE WORTH Permit Number: Jurisdiction: 603100 County: Palm Beach (Florida Climate Zone 1)
---	---


  

1. New construction or existing      New (From Plans) 2. Single family or multiple family      Detached 3. Number of units, if multiple family      1 4. Number of Bedrooms      3 5. Is this a worst case?      No 6. Conditioned floor area above grade (ft²)      1291 Conditioned floor area below grade (ft²)      0 7. Windows (110.0 sqft.)      Description      Area a. U-Factor:      Sgl, U=0.24      110.00 ft² SHGC:      SHGC=0.27 b. U-Factor:      N/A      ft² SHGC: c. U-Factor:      N/A      ft² SHGC: d. U-Factor:      N/A      ft² SHGC: Area Weighted Average Overhang Depth:      2.000 ft. Area Weighted Average SHGC:      0.270 8. Floor Types (1290.7 sqft.)      Insulation      Area a. Slab-On-Grade Edge Insulation      R=0.0      1290.70 ft² b. N/A      R=      ft² c. N/A      R=      ft²	9. Wall Types (1317.8 sqft.)      Insulation      Area a. Concrete Block - Int Insul, Exterior      R=4.1      1128.00 ft² b. Frame - Wood, Adjacent      R=11.0      189.75 ft² c. N/A      R=      ft² d. N/A      R=      ft² 10. Ceiling Types (1291.0 sqft.)      Insulation      Area a. Under Attic (Vented)      R=30.0      1291.00 ft² b. N/A      R=      ft² c. N/A      R=      ft² 11. Ducts      R      ft² a. Sup: Attic, Ret: HALL, AH: HALL      6      350 12. Cooling systems      kBtu/hr      Efficiency a. Central Unit      35.0      SEER:16.50 13. Heating systems      kBtu/hr      Efficiency a. Electric Strip Heat      26.2      COP:1.00 14. Hot water systems a. b. Conservation features      EF: 0.000 15. Credits      Pstat
---	--

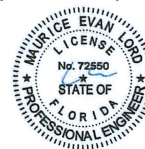
  

Glass/Floor Area: 0.085	Total Proposed Modified Loads: 48.42	PASS
	Total Baseline Loads: 56.97	

I hereby certify that the plans and specifications covered by this calculation are in compliance with the Florida Energy Code.  PREPARED BY: <u>MAURICE LORD, PE</u> DATE: <u>01/25/2021</u>  I hereby certify that this building, as designed, is in compliance with the Florida Energy Code.  OWNER/AGENT: _____ DATE: _____	Review of the plans and specifications covered by this calculation indicates compliance with the Florida Energy Code. Before construction is completed this building will be inspected for compliance with Section 553.908 Florida Statutes.  <div style="text-align: center;">  </div> BUILDING OFFICIAL: _____ DATE: _____
--	--

- Compliance requires certification by the air handler unit manufacturer that the air handler enclosure qualifies as certified factory-sealed in accordance with R403.3.2.1.
- Compliance requires an Air Barrier and Insulation Inspection Checklist in accordance with R402.4.1.1 and this project requires an envelope leakage test report with envelope leakage no greater than 5.00 ACH50 (R402.4.1.2).



Digitally signed by Maurice Lord  
 DN: c=US, o=ML Engineering and  
 Inspection Services,  
 ou=A01410C0000017547A85CD10  
 0008267, cn=Maurice Lord  
 Date: 2021.01.25 16:49:27 -05'00'

## INPUT SUMMARY CHECKLIST REPORT

## PROJECT

Title:	3760 SERUBI AVE	Bedrooms:	3	Address Type:	Street Address
Building Type:	User	Conditioned Area:	1291	Lot #	
Owner Name:	3760 SERUBI AVE	Total Stories:	1	Block/Subdivision:	
# of Units:	1	Worst Case:	No	PlatBook:	
Builder Name:		Rotate Angle:	0	Street:	3760 SERUBI AVE
Permit Office:	LAKE WORTH	Cross Ventilation:	No	County:	Palm Beach
Jurisdiction:	603100	Whole House Fan:	No	City, State, Zip:	LAKE WORTH , FL , 33461
Family Type:	Detached				
New/Existing:	New (From Plans)				
Comment:					

## CLIMATE

✓	Design Location	TMY Site	Design Temp		Int Design Temp		Heating Degree Days	Design Moisture	Daily Temp Range
			97.5 %	2.5 %	Winter	Summer			
_____	FL, West Palm Beach	FL_WEST_PALM_BEAC	44	90	70	75	316	60	Medium

## BLOCKS

Number	Name	Area	Volume
1	AC 1	1291	11619

## SPACES

Number	Name	Area	Volume	Kitchen	Occupants	Bedrooms	Infil ID	Finished	Cooled	Heated
1	DINING	124	1116	No	0		1	Yes	Yes	Yes
2	KITCHEN	134	1206	Yes	0		1	Yes	Yes	Yes
3	BEDROOM 2	152	1368	No	1	1	1	Yes	Yes	Yes
4	BEDROOM 3	161	1449	No	1	1	1	Yes	Yes	Yes
5	MASTER BEDROO	246	2214	No	2	1	1	Yes	Yes	Yes
6	MASTER BATH	77	693	No	0		1	Yes	Yes	Yes
7	BATH 2	62	558	No	0		1	Yes	Yes	Yes
8	LIVING	243	2187	No	0		1	Yes	Yes	Yes
9	HALL	92	828	No	0		1	No	Yes	Yes

## FLOORS

✓	#	Floor Type	Space	Perimeter	Perimeter R-Value	Area	Joist R-Value	Tile	Wood	Carpet
_____	1	Slab-On-Grade Edge Insulatio	DINING	17.5 ft	0	123.6 ft²	----	0	1	0
_____	2	Slab-On-Grade Edge Insulatio	KITCHEN	1 ft	0	133.7 ft²	----	0	1	0
_____	3	Slab-On-Grade Edge Insulatio	BEDROOM 2	7.3 ft	0	152 ft²	----	0	1	0
_____	4	Slab-On-Grade Edge Insulatio	BEDROOM 3	29.6 ft	0	161.1 ft²	----	0	1	0
_____	5	Slab-On-Grade Edge Insulatio	MASTER BEDRO	32.3 ft	0	245.8 ft²	----	0	1	0
_____	6	Slab-On-Grade Edge Insulatio	MASTER BATH	5.5 ft	0	77 ft²	----	0	1	0
_____	7	Slab-On-Grade Edge Insulatio	BATH 2	6 ft	0	62 ft²	----	0	1	0

## INPUT SUMMARY CHECKLIST REPORT

## FLOORS

✓	#	Floor Type	Space	Perimeter	Perimeter R-Value	Area	Joist R-Value	Tile	Wood	Carpet
✓	8	Slab-On-Grade Edge Insulatio	LIVING	31 ft	0	243.6 ft²	----	0	1	0
✓	9	Slab-On-Grade Edge Insulatio	HALL	1 ft	0	91.9 ft²	----	0	1	0

## ROOF

✓	#	Type	Materials	Roof Area	Gable Area	Roof Color	Rad Barr	Solar Absor.	SA Tested	Emitt	Emitt Tested	Deck Insul.	Pitch (deg)
✓	1	Hip	Composition shingles	1443 ft²	0 ft²	Medium	N	0.75	No	0.9	No	0	26.57

## ATTIC

✓	#	Type	Ventilation	Vent Ratio (1 in)	Area	RBS	IRCC
✓	1	Full attic	Vented	300	1291 ft²	N	N

## CEILING

✓	#	Ceiling Type	Space	R-Value	Ins Type	Area	Framing Frac	Truss Type
✓	1	Under Attic (Vented)	DINING	30	Blown	124 ft²	0.1	Wood
✓	2	Under Attic (Vented)	KITCHEN	30	Blown	134 ft²	0.1	Wood
✓	3	Under Attic (Vented)	BEDROOM 2	30	Blown	152 ft²	0.1	Wood
✓	4	Under Attic (Vented)	BEDROOM 3	30	Blown	161 ft²	0.1	Wood
✓	5	Under Attic (Vented)	MASTER BEDRO	30	Blown	246 ft²	0.1	Wood
✓	6	Under Attic (Vented)	MASTER BATH	30	Blown	77 ft²	0.1	Wood
✓	7	Under Attic (Vented)	BATH 2	30	Blown	62 ft²	0.1	Wood
✓	8	Under Attic (Vented)	LIVING	30	Blown	243 ft²	0.1	Wood
✓	9	Under Attic (Vented)	HALL	30	Blown	92 ft²	0.1	Wood

## WALLS

✓	#	Ornt	Adjacent To	Wall Type	Space	Cavity R-Value	Width Ft	In	Height Ft	In	Area	Sheathing R-Value	Framing Fraction	Solar Absor.	Below Grade%
✓	1	N	Exterior	Concrete Block - Int Insul	DINING	4.1	3	0	8	0	24.0 ft²	0	0	0.6	0
✓	2	W	Exterior	Concrete Block - Int Insul	DINING	4.1	16	8	8	0	133.3 ft²	0	0	0.6	0
✓	3	N	Exterior	Concrete Block - Int Insul	BEDROOM 2	4.1	8	3	8	0	66.0 ft²	0	0	0.6	0
✓	4	N	Exterior	Concrete Block - Int Insul	BEDROOM 3	4.1	14	3	8	0	114.0 ft²	0	0	0.6	0
✓	5	E	Exterior	Concrete Block - Int Insul	BEDROOM 3	4.1	14	8	8	0	117.3 ft²	0	0	0.6	0
✓	6	E	Exterior	Concrete Block - Int Insul	MASTER BE	4.1	18	4	8	0	146.7 ft²	0	0	0.6	0
✓	7	S	Exterior	Concrete Block - Int Insul	MASTER BE	4.1	18	0	8	0	144.0 ft²	0	0	0.6	0
✓	8	S	Exterior	Concrete Block - Int Insul	MASTER BA	4.1	6	2	8	0	49.3 ft²	0	0	0.6	0
✓	9	S	Exterior	Concrete Block - Int Insul	BATH 2	4.1	6	9	8	0	54.0 ft²	0	0	0.6	0
✓	10	S	Exterior	Concrete Block - Int Insul	LIVING	4.1	18	7	8	0	148.7 ft²	0	0	0.6	0
✓	11	W	Exterior	Concrete Block - Int Insul	LIVING	4.1	16	4	8	0	130.7 ft²	0	0	0.6	0
✓	12	N	Garage	Frame - Wood	DINING	11	5	7	9		50.3 ft²		0.23	0.6	0
✓	13	N	Garage	Frame - Wood	KITCHEN	11	10	3	9		92.3 ft²		0.23	0.6	0
✓	14	N	Garage	Frame - Wood	BEDROOM 2	11	5	3	9		47.3 ft²		0.23	0.6	0

## INPUT SUMMARY CHECKLIST REPORT

## WINDOWS

Orientation shown is the entered, Proposed orientation.

✓	#	Ornt	Wall ID	Frame	Panes	NFRC	U-Factor	SHGC	Imp	Area	Overhang		Int Shade	Screening
											Depth	Separation		
_____	1	W	2	Metal	Single (Clear)	Yes	0.24	0.27	N	15.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	2	N	3	Metal	Single (Clear)	Yes	0.24	0.27	N	15.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	3	E	5	Metal	Single (Clear)	Yes	0.24	0.27	N	15.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	4	E	6	Metal	Single (Clear)	Yes	0.24	0.27	N	15.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	5	S	7	Metal	Single (Clear)	Yes	0.24	0.27	N	15.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	6	S	8	Metal	Single (Clear)	Yes	0.24	0.27	N	10.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	7	S	9	Metal	Single (Clear)	Yes	0.24	0.27	N	10.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None
_____	8	W	11	Metal	Single (Clear)	Yes	0.24	0.27	N	15.0 ft²	2 ft 0 in	1 ft 2 in	Drapes/blinds	None

## GARAGE

✓	#	Floor Area	Ceiling Area	Exposed Wall Perimeter	Avg. Wall Height	Exposed Wall Insulation
_____	1	270.2511 ft²	270.2511 ft²	47 ft	9 ft	4.1

## INFILTRATION

#	Scope	Method	SLA	CFM 50	ELA	EqLA	ACH	ACH 50
1	Wholehouse	Proposed ACH(50)	.000286	968.3	53.12	99.73	.1108	5

## HEATING SYSTEM

✓	#	System Type	Subtype	Speed	Efficiency	Capacity	Block	Ducts
_____	1	Electric Strip Heat/	None		COP:1	26.18 kBtu/hr	1	sys#1

## COOLING SYSTEM

✓	#	System Type	Subtype	Subtype	Efficiency	Capacity	Air Flow	SHR	Block	Ducts
_____	1	Central Unit/	Split	Singl	SEER: 16.5	35 kBtu/hr	cfm	0.77	1	sys#1

## SOLAR HOT WATER SYSTEM

✓	FSEC Cert #	Company Name	System Model #	Collector Model #	Collector Area	Storage Volume	FEF
_____					ft²		

## DUCTS

✓	#	--- Supply ---			--- Return ---		Leakage Type	Air Handler	CFM 25 TOT	CFM25 OUT	QN	RLF	HVAC #	
		Location	R-Value	Area	Location	Area							Heat	Cool
_____	1	Attic	6	350 ft²	HALL	1 ft²	Default Leakage	HALL	(Default)	(Default)			1	1

## INPUT SUMMARY CHECKLIST REPORT

## TEMPERATURES

Programable Thermostat: Y

Ceiling Fans:

Cooling	<input type="checkbox"/> Jan	<input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input checked="" type="checkbox"/> Jun	<input checked="" type="checkbox"/> Jul	<input checked="" type="checkbox"/> Aug	<input checked="" type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec
Heating	<input checked="" type="checkbox"/> Jan	<input checked="" type="checkbox"/> Feb	<input checked="" type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input checked="" type="checkbox"/> Nov	<input checked="" type="checkbox"/> Dec
Venting	<input type="checkbox"/> Jan	<input type="checkbox"/> Feb	<input checked="" type="checkbox"/> Mar	<input checked="" type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input checked="" type="checkbox"/> Oct	<input checked="" type="checkbox"/> Nov	<input type="checkbox"/> Dec

Thermostat Schedule: HERS 2006 Reference

Hours

Schedule Type		1	2	3	4	5	6	7	8	9	10	11	12
Cooling (WD)	AM	78	78	78	78	78	78	78	78	80	80	80	80
	PM	80	80	78	78	78	78	78	78	78	78	78	78
Cooling (WEH)	AM	78	78	78	78	78	78	78	78	78	78	78	78
	PM	78	78	78	78	78	78	78	78	78	78	78	78
Heating (WD)	AM	66	66	66	66	66	68	68	68	68	68	68	68
	PM	68	68	68	68	68	68	68	68	68	68	66	66
Heating (WEH)	AM	66	66	66	66	66	68	68	68	68	68	68	68
	PM	68	68	68	68	68	68	68	68	68	68	66	66

## MASS

Mass Type	Area	Thickness	Furniture Fraction	Space
Default(8 lbs/sq.ft.)	0 ft <sup>2</sup>	0 ft	0.3	DINING
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	KITCHEN
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	BEDROOM 2
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	BEDROOM 3
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	MASTER BEDROO
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	MASTER BATH
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	BATH 2
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	LIVING
Default(8 lbs/sq.ft.)	ft <sup>2</sup>	ft	0.3	HALL

**ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD****ESTIMATED ENERGY PERFORMANCE INDEX\* = 85****The lower the Energy Performance Index, the more efficient the home.**

1. New home or, addition	1. <u>New (From Plans)</u>	12. Ducts, location & insulation level	
2. Detached or multiple-family	2. <u>Detached</u>	a) Supply ducts	R <u>6.0</u>
3. No. of units (if multiple-family)	3. <u>1</u>	b) Return ducts	R <u>6.0</u>
4. Number of bedrooms	4. <u>3</u>	c) AHU location	HALL
5. Is this a worst case? (yes/no)	5. <u>No</u>	13. Cooling system:	Capacity <u>35.0</u>
6. Conditioned floor area (sq. ft.)	6. <u>1291</u>	a) Split system	SEER <u>16.5</u>
7. Windows, type and area		b) Single package	SEER <u>        </u>
a) U-factor:(weighted average)	7a. <u>0.240</u>	c) Ground/water source	SEER/COP <u>        </u>
b) Solar Heat Gain Coefficient (SHGC)	7b. <u>0.270</u>	d) Room unit/PTAC	EER <u>        </u>
c) Area	7c. <u>110.0</u>	e) Other	<u>        </u>
8. Skylights		14. Heating system:	Capacity <u>26.2</u>
a) U-factor:(weighted average)	8a. <u>NA</u>	a) Split system heat pump	HSPF <u>        </u>
b) Solar Heat Gain Coefficient (SHGC)	8b. <u>NA</u>	b) Single package heat pump	HSPF <u>        </u>
9. Floor type, insulation level:		c) Electric resistance	COP <u>1.0</u>
a) Slab-on-grade (R-value)	9a. <u>0.0</u>	d) Gas furnace, natural gas	AFUE <u>        </u>
b) Wood, raised (R-value)	9b. <u>        </u>	e) Gas furnace, LPG	AFUE <u>        </u>
c) Concrete, raised (R-value)	9c. <u>        </u>	f) Other	<u>        </u>
10. Wall type and insulation:		15. Water heating system	
A. Exterior:		a) Electric resistance	EF <u>        </u>
1. Wood frame (Insulation R-value)	10A1. <u>        </u>	b) Gas fired, natural gas	EF <u>        </u>
2. Masonry (Insulation R-value)	10A2. <u>4.1</u>	c) Gas fired, LPG	EF <u>        </u>
B. Adjacent:		d) Solar system with tank	EF <u>        </u>
1. Wood frame (Insulation R-value)	10B1. <u>11.0</u>	e) Dedicated heat pump with tank	EF <u>        </u>
2. Masonry (Insulation R-value)	10B2. <u>        </u>	f) Heat recovery unit	HeatRec% <u>        </u>
11. Ceiling type and insulation level		g) Other	<u>        </u>
a) Under attic	11a. <u>30.0</u>	16. HVAC credits claimed (Performance Method)	
b) Single assembly	11b. <u>        </u>	a) Ceiling fans	<u>        </u>
c) Knee walls/skylight walls	11c. <u>        </u>	b) Cross ventilation	<u>No</u>
d) Radiant barrier installed	11d. <u>No</u>	c) Whole house fan	<u>No</u>
		d) Multizone cooling credit	<u>        </u>
		e) Multizone heating credit	<u>        </u>
		f) Programmable thermostat	<u>Yes</u>

\*Label required by Section R303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.

I certify that this home has complied with the Florida Building Code, Energy Conservation, through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL display card will be completed based on installed code compliant features.

Builder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address of New Home: 3760 SERUBI AVE City/FL Zip: LAKE WORTH, FL 33461



# Florida Building Code, Energy Conservation, 6th Edition (2017)

## Mandatory Requirements for Residential Performance, Prescriptive and ERI Methods

ADDRESS: 3760 SERUBI AVE  
LAKE WORTH, FL, 33461

Permit Number:

**MANDATORY REQUIREMENTS** See individual code sections for full details.



### SECTION R401 GENERAL

- ☐ **R401.3 Energy Performance Level (EPL) display card (Mandatory).** The building official shall require that an energy performance level (EPL) display card be completed and certified by the builder to be accurate and correct before final approval of the building for occupancy. Florida law (Section 553.9085, Florida Statutes) requires the EPL display card to be included as an addendum to each sales contract for both presold and nonpresold residential buildings. The EPL display card contains information indicating the energy performance level and efficiencies of components installed in a dwelling unit. The building official shall verify that the EPL display card completed and signed by the builder accurately reflects the plans and specifications submitted to demonstrate code compliance for the building. A copy of the EPL display card can be found in Appendix RD.

- ☐ **R402.4 Air leakage (Mandatory).** The building thermal envelope shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1 through R402.4.5.

**Exception:** Dwelling units of R-2 Occupancies and multiple attached single family dwellings shall be permitted to comply with Section C402.5.

- ☐ **R402.4.1 Building thermal envelope.** The building thermal envelope shall comply with Sections R402.4.1.1 and R402.4.1.2. The sealing methods between dissimilar materials shall allow for differential expansion and contraction.

- ☐ **R402.4.1.1 Installation.** The components of the building thermal envelope as listed in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria listed in Table R402.4.1.1, as applicable to the method of construction. Where required by the code official, an approved third party shall inspect all components and verify compliance.

- ☐ **R402.4.1.2 Testing.** The building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding seven air changes per hour in Climate Zones 1 and 2, and three air changes per hour in Climate Zones 3 through 8. Testing shall be conducted in accordance with ANSI/RESNET/ICC 380 and reported at a pressure of 0.2 inch w.g. (50 pascals). Testing shall be conducted by either individuals as defined in Section 553.993(5) or (7), Florida Statutes, or individuals licensed as set forth in Section 489.105(3)(f), (g) or (i) or an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

**Exception:** Testing is not required for additions, alterations, renovations, or repairs, of the building thermal envelope of existing buildings in which the new construction is less than 85 percent of the building thermal envelope.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weatherstripping or other infiltration control measures.
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures.
3. Interior doors, if installed at the time of the test, shall be open.
4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed.
5. Heating and cooling systems, if installed at the time of the test, shall be turned off.
6. Supply and return registers, if installed at the time of the test, shall be fully open.

- ☐ **R402.4.2 Fireplaces.** New wood-burning fireplaces shall have tight-fitting flue dampers or doors, and outdoor combustion air. Where using tight-fitting doors on factory-built fireplaces listed and labeled in accordance with UL 127, the doors shall be tested and listed for the fireplace. Where using tight-fitting doors on masonry fireplaces, the doors shall be listed and labeled in accordance with UL 907.

- ☐ **R402.4.3 Fenestration air leakage.** Windows, skylights and sliding glass doors shall have an air infiltration rate of no more than 0.3 cfm per square foot (1.5 L/s/m<sup>2</sup>), and swinging doors no more than 0.5 cfm per square foot (2.6 L/s/m<sup>2</sup>), when tested according to NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and listed and labeled by the manufacturer.

**Exception:** Site-built windows, skylights and doors.

## MANDATORY REQUIREMENTS - (Continued)

- ☒ **R402.4.4 Rooms containing fuel-burning appliances.** In Climate Zones 3 through 8, where open combustion air ducts provide combustion air to open combustion fuel burning appliances, the appliances and combustion air opening shall be located outside the building thermal envelope or enclosed in a room, isolated from inside the thermal envelope. Such rooms shall be sealed and insulated in accordance with the envelope requirements of Table R402.1.2, where the walls, floors and ceilings shall meet not less than the basement wall R-value requirement. The door into the room shall be fully gasketed and any water lines and ducts in the room insulated in accordance with Section R403. The combustion air duct shall be insulated where it passes through conditioned space to a minimum of R-8.

### Exceptions:

1. Direct vent appliances with both intake and exhaust pipes installed continuous to the outside.
2. Fireplaces and stoves complying with Section R402.4.2 and Section R1006 of the Florida Building Code, Residential.

- ☐ **R402.4.5 Recessed lighting.** Recessed luminaires installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and labeled as having an air leakage rate not more than 2.0 cfm (0.944 L/s) when tested in accordance with ASTM E283 at a 1.57 psf (75 Pa) pressure differential. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

## SECTION R403 SYSTEMS

### R403.1 Controls.

- ☒ **R403.1.1 Thermostat provision (Mandatory).** At least one thermostat shall be provided for each separate heating and cooling system.

- ☐ **R403.1.3 Heat pump supplementary heat (Mandatory).** Heat pumps having supplementary electric-resistance heat shall have controls that, except during defrost, prevent supplemental heat operation when the heat pump compressor can meet the heating load.

- ☒ **R403.3.2 Sealing (Mandatory)** All ducts, air handlers, filter boxes and building cavities that form the primary air containment passageways for air distribution systems shall be considered ducts or plenum chambers, shall be constructed and sealed in accordance with Section C403.2.9.2 of the Commercial Provisions of this code and shall be shown to meet duct tightness criteria below.

Duct tightness shall be verified by testing in accordance with ANSI/RESNET/ICC 380 by either individuals as defined in Section 553.993(5) or (7), Florida Statutes, or individuals licensed as set forth in Section 489.105(3)(f), (g) or (i), Florida Statutes, to be "substantially leak free" in accordance with Section R403.3.3.

- ☒ **R403.3.2.1 Sealed air handler.** Air handlers shall have a manufacturer's designation for an air leakage of no more than 2 percent of the design airflow rate when tested in accordance with ASHRAE 193.

- ☒ **R403.3.3 Duct testing (Mandatory).** Ducts shall be pressure tested to determine air leakage by one of the following methods:

1. Rough-in test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the system, including the manufacturer's air handler enclosure if installed at the time of the test. All registers shall be taped or otherwise sealed during the test.
2. Postconstruction test: Total leakage shall be measured with a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. Registers shall be taped or otherwise sealed during the test.

### Exceptions:

1. A duct air leakage test shall not be required where the ducts and air handlers are located entirely within the building thermal envelope.
2. Duct testing is not mandatory for buildings complying by Section 405 of this code.

A written report of the results of the test shall be signed by the party conducting the test and provided to the code official.

- ☒ **R403.3.5 Building cavities (Mandatory).** Building framing cavities shall not be used as ducts or plenums.

- ☒ **R403.4 Mechanical system piping insulation (Mandatory).** Mechanical system piping capable of carrying fluids above 105°F (41°C) or below 55°F (13°C) shall be insulated to a minimum of R-3.

- ☐ **R403.4.1 Protection of piping insulation.** Piping insulation exposed to weather shall be protected from damage, including that caused by sunlight, moisture, equipment maintenance and wind, and shall provide shielding from solar radiation that can cause degradation of the material. Adhesive tape shall not be permitted.

- ☐ **R403.5.1 Heated water circulation and temperature maintenance systems (Mandatory)** Heated water circulation systems shall be in accordance with Section R403.5.1.1. Heat trace temperature maintenance systems shall be in accordance with Section R403.5.1.2. Automatic controls, temperature sensors and pumps shall be accessible. Manual controls shall be readily accessible.

- ☐ **R403.5.1.1 Circulation systems.** Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermosiphon circulation systems shall be prohibited. Controls for circulating hot water system pumps shall start the pump based on the identification of a demand for hot water within the occupancy. The controls shall automatically turn off the pump when the water in the circulation loop is at the desired temperature and when there is no demand for hot water.

- ☐ **R403.5.1.2 Heat trace systems.** Electric heat trace systems shall comply with IEEE 515.1 or UL 515. Controls for such systems shall automatically adjust the energy input to the heat tracing to maintain the desired water temperature in the piping in accordance with the times when heated water is used in the occupancy.

## MANDATORY REQUIREMENTS - (Continued)

- ☒ **R403.5.5 Heat traps (Mandatory).** Storage water heaters not equipped with integral heat traps and having vertical pipe risers shall have heat traps installed on both the inlets and outlets. External heat traps shall consist of either a commercially available heat trap or a downward and upward bend of at least 3 ½ inches (89 mm) in the hot water distribution line and cold water line located as close as possible to the storage tank.

### R403.5.6 Water heater efficiencies (Mandatory).

- ☒ **R403.5.6.1.1 Automatic controls.** Service water-heating systems shall be equipped with automatic temperature controls capable of adjustment from the lowest to the highest acceptable temperature settings for the intended use. The minimum temperature setting range shall be from 100°F to 140°F (38°C to 60°C).
- ☐ **R403.5.6.1.2 Shut down.** A separate switch or a clearly marked circuit breaker shall be provided to permit the power supplied to electric service systems to be turned off. A separate valve shall be provided to permit the energy supplied to the main burner(s) of combustion types of service water-heating systems to be turned off.
- ☐ **R403.5.6.2 Water-heating equipment.** Water-heating equipment installed in residential units shall meet the minimum efficiencies of Table C404.2 in Chapter 4 of the Florida Building Code, Energy Conservation, Commercial Provisions, for the type of equipment installed. Equipment used to provide heating functions as part of a combination system shall satisfy all stated requirements for the appropriate water-heating category. Solar water heaters shall meet the criteria of Section R403.5.6.2.1.
- ☐ **R403.5.6.2.1 Solar water-heating systems.** Solar systems for domestic hot water production are rated by the annual solar energy factor of the system. The solar energy factor of a system shall be determined from the Florida Solar Energy Center Directory of Certified Solar Systems. Solar collectors shall be tested in accordance with ISO Standard 9806, Test Methods for Solar Collectors, and SRCC Standard TM-1, Solar Domestic Hot Water System and Component Test Protocol. Collectors in installed solar water-heating systems should meet the following criteria:
1. Be installed with a tilt angle between 10 degrees and 40 degrees of the horizontal; and
  2. Be installed at an orientation within 45 degrees of true south.

- ☒ **R403.6 Mechanical ventilation (Mandatory).** The building shall be provided with ventilation that meets the requirements of the Florida Building Code, Residential, or Florida Building Code, Mechanical, as applicable, or with other approved means of ventilation including: Natural, Infiltration or Mechanical means. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

- ☐ **R403.6.1 Whole-house mechanical ventilation system fan efficacy.** When installed to function as a whole-house mechanical ventilation system, fans shall meet the efficacy requirements of Table R403.6.1.

**Exception:** Where whole-house mechanical ventilation fans are integral to tested and listed HVAC equipment, they shall be powered by an electronically commutated motor.

- ☐ **R403.6.2 Ventilation air.** Residential buildings designed to be operated at a positive indoor pressure or for mechanical ventilation shall meet the following criteria:

1. The design air change per hour minimums for residential buildings in ASHRAE 62.2, Ventilation for Acceptable Indoor Air Quality, shall be the maximum rates allowed for residential applications.
2. No ventilation or air-conditioning system make-up air shall be provided to conditioned space from attics, crawlspaces, attached enclosed garages or outdoor spaces adjacent to swimming pools or spas.
3. If ventilation air is drawn from enclosed space(s), then the walls of the space(s) from which air is drawn shall be insulated to a minimum of R-11 and the ceiling shall be insulated to a minimum of R-19, space permitting, or R-10 otherwise.

### R403.7 Heating and cooling equipment (Mandatory).

- ☒ **R403.7.1 Equipment sizing.** Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on the equipment loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies, based on building loads for the directional orientation of the building. The manufacturer and model number of the outdoor and indoor units (if split system) shall be submitted along with the sensible and total cooling capacities at the design conditions described in Section R302.1. This Code does not allow designer safety factors, provisions for future expansion or other factors that affect equipment sizing. System sizing calculations shall not include loads created by local intermittent mechanical ventilation such as standard kitchen and bathroom exhaust systems. New or replacement heating and cooling equipment shall have an efficiency rating equal to or greater than the minimum required by federal law for the geographic location where the equipment is installed.

**TABLE R403.6.1  
WHOLE-HOUSE MECHANICAL VENTILATION SYSTEM FAN EFFICACY**

FAN LOCATION	AIRFLOW RATE MINIMUM (CFM)	MINIMUM EFFICACY <sup>a</sup> (CFM/WATT)	AIRFLOW RATE MAXIMUM (CFM)
Range hoods	Any	2.8 cfm/watt	Any
In-line fan	Any	2.8 cfm/watt	Any
Bathroom, utility room	10	1.4 cfm/watt	<90
Bathroom, utility room	90	2.8 cfm/watt	Any

For SI: 1 cfm = 28.3 L/min.

a. When tested in accordance with HVI Standard 916

## MANDATORY REQUIREMENTS - (Continued)

- ☒ **R403.7.1.1 Cooling equipment capacity.** Cooling only equipment shall be selected so that its total capacity is not less than the calculated total load but not more than 1.15 times greater than the total load calculated according to the procedure selected in Section 403.7, or the closest available size provided by the manufacturer's product lines. The corresponding latent capacity of the equipment shall not be less than the calculated latent load.

The published value for AHRI total capacity is a nominal, rating-test value and shall not be used for equipment sizing. Manufacturer's expanded performance data shall be used to select cooling-only equipment. This selection shall be based on the outdoor design dry-bulb temperature for the load calculation (or entering water temperature for water-source equipment), the blower CFM provided by the expanded performance data, the design value for entering wet-bulb temperature and the design value for entering dry-bulb temperature.

Design values for entering wet-bulb and dry-bulb temperatures shall be for the indoor dry bulb and relative humidity used for the load calculation and shall be adjusted for return side gains if the return duct(s) is installed in an unconditioned space.

Exceptions:

1. Attached single- and multiple-family residential equipment sizing may be selected so that its cooling capacity is less than the calculated total sensible load but not less than 80 percent of that load.
2. When signed and sealed by a Florida-registered engineer, in attached single- and multiple-family units, the capacity of equipment may be sized in accordance with good design practice.

### **R403.7.1.2 Heating equipment capacity.**

- ☐ **R403.7.1.2.1 Heat pumps.** Heat pump sizing shall be based on the cooling requirements as calculated according to Section R403.7.1.1, and the heat pump total cooling capacity shall not be more than 1.15 times greater than the design cooling load even if the design heating load is 1.15 times greater than the design cooling load.

- ☐ **R403.7.1.2.2 Electric resistance furnaces.** Electric resistance furnaces shall be sized within 4 kW of the design requirements calculated according to the procedure selected in Section R403.7.1.

- ☐ **R403.7.1.2.3 Fossil fuel heating equipment.** The capacity of fossil fuel heating equipment with natural draft atmospheric burners shall not be less than the design load calculated in accordance with Section R403.7.1.

- ☐ **R403.7.1.3 Extra capacity required for special occasions.** Residences requiring excess cooling or heating equipment capacity on an intermittent basis, such as anticipated additional loads caused by major entertainment events, shall have equipment sized or controlled to prevent continuous space cooling or heating within that space by one or more of the following options:

1. A separate cooling or heating system is utilized to provide cooling or heating to the major entertainment areas.
2. A variable capacity system sized for optimum performance during base load periods is utilized.

- ☐ **R403.8 Systems serving multiple dwelling units (Mandatory).** Systems serving multiple dwelling units shall comply with Sections C403 and C404 of the IECC—Commercial Provisions in lieu of Section R403.

- ☐ **R403.9 Snow melt and ice system controls (Mandatory)** Snow- and ice-melting systems, supplied through energy service to the building, shall include automatic controls capable of shutting off the system when the pavement temperature is above 50°F (10°C), and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40°F (4.8°C).

- ☐ **R403.10 Pools and permanent spa energy consumption (Mandatory).** The energy consumption of pools and permanent spas shall be in accordance with Sections R403.10.1 through R403.10.5.

- ☐ **R403.10.1 Heaters.** The electric power to heaters shall be controlled by a readily accessible on-off switch that is an integral part of the heater mounted on the exterior of the heater, or external to and within 3 feet (914 mm) of the heater. Operation of such switch shall not change the setting of the heater thermostat. Such switches shall be in addition to a circuit breaker for the power to the heater. Gas-fired heaters shall not be equipped with continuously burning ignition pilots.

- ☐ **R403.10.2 Time switches.** Time switches or other control methods that can automatically turn off and on according to a preset schedule shall be installed for heaters and pump motors. Heaters and pump motors that have built-in time switches shall be in compliance with this section.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Pumps that operate solar- and waste-heat-recovery pool heating systems.
3. Where pumps are powered exclusively from on-site renewable generation.

- ☐ **R403.10.3 Covers.** Outdoor heated swimming pools and outdoor permanent spas shall be equipped with a vapor-retardant cover on or at the water surface or a liquid cover or other means proven to reduce heat loss.

**Exception:** Where more than 70 percent of the energy for heating, computed over an operation season, is from site-recovered energy, such as from a heat pump or solar energy source, covers or other vapor-retardant means shall not be required.

- ☐ **R403.10.4 Gas- and oil-fired pool and spa heaters.** All gas- and oil-fired pool and spa heaters shall have a minimum thermal efficiency of 82 percent for heaters manufactured on or after April 16, 2013, when tested in accordance with ANSI Z 21.56. Pool heaters fired by natural or LP gas shall not have continuously burning pilot lights.

- ☐ **R403.10.5 Heat pump pool heaters.** Heat pump pool heaters shall have a minimum COP of 4.0 when tested in accordance with AHRI 1160, Table 2, Standard Rating Conditions-Low Air Temperature. A test report from an independent laboratory is required to verify procedure compliance. Geothermal swimming pool heat pumps are not required to meet this standard.
- ☐ **R403.11 Portable spas (Mandatory).** The energy consumption of electric-powered portable spas shall be controlled by the requirements of APSP-14.

## SECTION R404

### ELECTRICAL POWER AND LIGHTING SYSTEMS

- ☒ **R404.1 Lighting equipment (Mandatory).** Not less than 75 percent of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps or not less than 75 percent of the permanently installed lighting fixtures shall contain only high-efficacy lamps.

**Exception:** Low-voltage lighting.

**R404.1.1 Lighting equipment (Mandatory)** Fuel gas lighting systems shall not have continuously burning pilot lights.

# SECTION 9

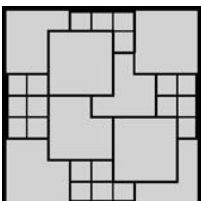
# Palm Beach County

Department of Economic Sustainability

## COPPIN RESIDENCE

3760 Serubi Ave  
Palm Springs, Florida

**Bid Set Documents**  
**Project Specifications**  
**August 12, 2016**  
**Revised 10/07/2022**



**Colome' & Associates, Inc.**  
ARCHITECTURE • PLANNING • INTERIORS  
Florida Registration - AA 0003439

530 24th Street West Palm Beach Florida 33407  
Phone: (561) 833-9147 Fax: (561) 833-9356

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## 01 10 00 SUMMARY OF WORK

### PROJECT IDENTIFICATION:

Three-bedroom, affordable housing residence located in Palm Springs, as part of Department of Economic Sustainability – Single Family Residences.

### PROJECT LOCATION:

3760 Serubi Ave, Lake Worth, Florida.

### CONSULTANT IDENTIFICATION (ARCHITECT, ENGINEERS, SURVEYORS)

#### Architect:

Colome' and Associates, Inc  
530 24<sup>th</sup> Street  
West Palm Beach, FL 33047  
(561) 833-9147

#### Structural Engineer:

Warren Von Werne, PE  
11388 Okeechobee Boulevard  
West Palm Beach, FL 33411  
(561) 795-1818

### CONTRACT DOCUMENTS:

\_ SURVEYS – (Included in these specifications)

Survey "A"

Survey "B"

### PLANS – SHEETS LISTED BELOW

Plans dated 8-12-2016, including revision 1 dated 10/5/2018, revision 2 dated 7/12/2020, and revision 3 dated 6/10/2021

\_ SPECIFICATIONS – SECTIONS LISTED BELOW

Specifications dated August 12, 2016

USE OF PREMISES: SEE ADDITIONAL SPECIFICATION SECTIONS

WORK UNDER SEPARATE: SEE SPECIFICATION SECTIONS LISTING WORK TO BE PROVIDED  
BY OWNER OR DEPARTMENT

END OF SECTION

## 01 10 02 - OWNER'S FINISH SELECTIONS

### A. GENERAL INFORMATION

1. The owner shall select finish, colors, styles & types of materials from pre-mixed, in stock options. The contractor is to supply the owner with samples for selection.

2. The contractor & property owner shall submit to the Agency, a copy of the agreed upon colors, styles and types of materials prior to job start for final approval.

01 10 03 – OWNER ACCEPTS SCOPE OF WORK

A. GENERAL INFORMATION

1. The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of \_\_\_\_\_ & referred to as Exhibit 1.

2. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

x _____	_____	x _____	_____
Applicant	Date	Applicant	Date

01 10 05 – CONTRACTOR ACCEPTS SCOPE OF WORK

A. GENERAL INFORMATION

1. The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x \_\_\_\_\_

Contractor

Date

## 01 14 01 – WORK RESTRICTIONS

### A. GENERAL INFORMATION

1. Limit use of site to area indicated.
2. Allow owner access to the site at all times without restriction. Owner to be afforded a clear path of travel to and from the existing residence at all times.
3. Keep driveway and sidewalks clear.
4. Repair damage to property/existing building caused by construction operations. Protect and secure new building and furnishings during construction period.

## SECTION 01210 - ALLOWANCES

### GENERAL

### SUMMARY

- A. This Section includes administrative and procedural requirements governing the following:
  - 1. Contingency allowances.

### ALLOWANCE ITEMS

- A. Light Fixtures = \$200/fixture

### SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, notify Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

### SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

### CONTINGENCY ALLOWANCES

- C. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- A. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- B. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.



- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.+

END OF SECTION

## 01 25 01 – SUBSTITUTION APPROVAL PROCESS

### A. GENERAL INFORMATION

1. 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 department will notify the contractor of decision at contract award.

01 29 73 – SCHEDULE OF VALUES

A. GENERAL INFORMATION

**Contractor must submit bid using this schedule of Values.**

Unit type: Single Family Detached House

Location: 3760 Serubi Avenue, Palm Springs, Florida 33461

**01. REQUIRED DOCUMENTS FOR MOBILIZATION PAYMENT**

The required documents, including but not limited to, the documents listed below are to be submitted to DHED for payment:

Mobilization shall be 20% of the total bid price.

CHANGE OF CONTRACTOR – Change of Contractor Application  
Submitted and approved by the Building Department

BID, PERFORMANCE AND PAYMENT BOND – Invoice/Statement  
from Surety Company for full value of construction contract

APPLICABLE INSURANCES – Invoices/Statements  
Builder' Risk Commitment for the construction contract amount  
and for duration of the project.

GENERAL LIABILITY INSURANCE: Certificate of General  
Liability Coverage Binder.

BUSINESS AUTOMOBILE LIABILITY: Certificate of Business  
Automobile Liability

WORKER'S COMPENSATION: Certificate Compensation coverage.

PERMIT FEES – Copy of Application and Paid Fee Receipt(s)

IMPACT FEES (IF ANY) – Paid Fees Receipt(s)

TEMPOARY UTILITIES – Paid Receipt

DUMPSTER - Proposal for five (5) months service

SURVEYS – Proposal and Paid Receipts

TESTING AND ENGINEERING – Proposal and Paid Receipts

## **LONG LEAD COMPONENTS**

ROOF TRUSSES - Proposal with order receipt and architect/engineer's design approval.

ROOF SYSTEM - Proposal with order receipt and architect/engineer's design approval.

IMPACT RESISTANT RATED DOORS - Proposal with design and Impact Rating Notice of Acceptance.

IMPACT RESISTANT RATED WINDOWS - Proposal with design, Color, and Impact Rating Notice of Acceptance.

CABINETRY AND COUNTER TOPS - Proposal displaying Color, Finish, and design.

## **Schedule of Values**

1. Provide a cost breakdown in the following format

01	GENERAL REQUIREMENTS	
	01a. GENERAL CONDITIONS	\$ _____
	01b. JOB CLEANUP/TRASH HAULING	\$ _____
	01c. WIND MITIGATION INSPECTION/REPORT	\$ _____
03	CONCRETE	
	03a. FOUNDATION/SLAB ON GRADE	\$ _____
	03b. DRIVEWAY and SIDEWALK	\$ _____
	03c. COLUMNS and BEAMS	\$ _____
04	MASONRY	
	04a. FIRST FLOOR WALLS	\$ _____
05	METALS	
	05a. REINFORCING STEEL	\$ _____
06	WOOD AND PLASTICS	
	06a. WOOD FRAMING	\$ _____
	06b. ROUGH CARPENTRY	\$ _____
	06c. WOOD TRUSSES	\$ _____
	06d. INTERIOR WOOD TRIM and BASE TRIM	\$ _____
	06e. FASCIA	\$ _____
	06f. KITCHEN CABINETS and COUNTERTOPS	\$ _____
	06g. VANITIES and VANITY TOPS	\$ _____
07	THERMAL AND MOISTURE PROTECTION	
	07a. INSULATION - WALLS	\$ _____
	07b. THERMAL INSULATION – CEILINGS	\$ _____
	07c. ROOFING and METAL	\$ _____
	07d. GUTTERS and DOWNSPOUTS	\$ _____
08	OPENINGS (DOORS AND WINDOWS)	
	08a. IMPACT WINDOWS	\$ _____
	08b. IMPACT DOORS	\$ _____
	08c. GARAGE DOOR	\$ _____
	08d. INTERIOR DOORS	\$ _____
	08e. LOCKSETS and HARDWARE	\$ _____
09	FINISHES	
	09a. STUCCO	\$ _____
	09b. DRYWALL	\$ _____
	09c. CERAMIC TILE	\$ _____
	09d. PAINTING - EXTERIOR	\$ _____
	09e. PAINTING - INTERIOR	\$ _____

10	SPECIALTIES 10a. BATHROOM ACCESSORIES/MEDICINE CABINET 10b. SHOWER DOORS	\$ _____ \$ _____
11	EQUIPMENT 11a. APPLIANCES 11b. DRYER VENT	\$ _____ \$ _____
22	PLUMBING 22a. SANITARY SEWER and WATER CONNECTION 22b. HOSE BIBBS 22c. WATER HEATER 22d. PLUMBING FIXTURES 22e. WASHER OUTLET BOX w/ WATER HAMMER	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
23	HVAC 23a. EQUIPMENT, DUCTWORK, and REGISTERS 23b. RANGE HOOD EXHAUST FAN	\$ _____ \$ _____
26	ELECTRICAL 26a. ELECTRICAL PANEL and CIRCUITRY 26b. ELECTRICAL DEVICES 26c. CEILING FANS 26d. BATHROOM EXHAUST FANS 26e. LIGHT FIXTURES 26f. SMOKE DETECTORS	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
31	SITE IMPROVEMENTS 31a. SITE GRADING	\$ _____
33	ADDENDUM #1 ADDITIONAL SPECS 33a. SOD 33b. IRRIGATION WELL and PUMP 33c. CONNECT EXISTING HOUSE to SEWER SERVICE 33d. ABANDON EXISTING SEPTIC TANK 33e. LAWN SPRINKLER SYSTEM	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____

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01 29 74 – COST BREAKDOWN

A. GENERAL INFORMATION

1. The apparent winning bidder shall provide the owner with a line item cost breakdown within 3 working days of a request.



## 01 29 75 – PAYMENT PROCEDURES

### A. GENERAL INFORMATION

1. Each application for payment shall be consistent with previous applications and payments as approved by the department.
2. The date for each progress payment shall be as agreed to by the department and contractor.
3. Use form supplied by the department for the Application for Payment
4. Notarize and execute the form by a person authorized to sign legal documents on behalf of the contractor.
5. Entries shall match the information provided in the Schedule of Values or the Cost Breakdown supplied to the Department.
6. Submit partial waivers on release of liens for each item for the amount requested before deduction for retainage in the form provided by the owner.

## 01 33 01 STRUCTURAL SHOP DRAWINGS

### 1. GENERAL CONSTRUCTION

1. Shop drawings shall be prepared by Registered Engineers in Florida for concrete mix design, concrete reinforced steel, concrete masonry units, pre-engineered wood and light gauge metal trusses, light gauge metal framing, masonry reinforcing, structural steel, joists and deck, precast concrete, tilt walls, etc.
2. Submit all shop drawings for review to the engineer of record prior to any fabrication.
3. Shop drawings shall include erection plans, connections, member type and size with locations.

### 2. RELATED SPECIFICATION SECTION

1. Includes all items listed above.

01 41 05 – PERMITS REQUIRED

A. GENERAL INFORMATION

1. The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency:

\_\_\_\_\_ Plumbing;

\_\_\_\_\_ Electric;

\_\_\_\_\_ HVAC;

\_\_\_\_\_ Building;

\_\_\_\_\_ Zoning.

01 41 06 – CERTIFICATE OF OCCUPANCY

A. GENERAL INFORMATION

1. Prior to final payment, the contractor shall comply with and complete all items necessary to receive a Certificate of Occupancy for the individual dwelling unit.

## 01 42 01 – CONSTRUCTION DEFINITIONS

### A. GENERAL INFORMATION

1. "Owner" means Colin S. Coppin.

"Install" means to purchase, set up, test and warrant a new component.

2. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant.

3. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts.

4. "Reinstall" means to remove, clean, store and install a component.

01 43 01 – MANUFACTURER SPECIFICATIONS PREVAIL

A. GENERAL INFORMATION

1. All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.

## 01 73 20 SELECTIVE DEMOLITION

### A. General Information:

#### 1. Definitions:

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.

c. 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.

3. Schedule of Selective Demolition Activities: 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.

### B. Project Conditions:

1. Maintain access to existing walkways, drives, and other adjacent occupied or used facilities.

2. Do not close or obstruct walkways, drives, or other occupied or used facilities without written permission from authorities having jurisdiction.

3. Owner assumes no responsibility for condition of areas to be selectively demolished.

4. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous materials are encountered, do not disturb, immediately notify Architect and Owner. Hazardous materials will be removed by Owner under separate contract.

5. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

6. Maintain fire-protection facilities in service during selective operations.

7. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

### C. Product:

1. Use repair materials identical to existing materials.

a. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

b. Use materials whose installed performance equals or surpasses that of existing materials.

### D. Installation:

1. Verify that utilities have been disconnected and capped.

2. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

4. When unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

5. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

6. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

7. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

a. Arrange to shut off indicated utilities with utility companies.

b. 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.

8. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

9. 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.

10. Protect existing site improvements, appurtenances, and landscaping to remain.

11. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

12. Patching and Repairs:

a. Promptly repair damage to adjacent construction caused by selective demolition operations.

b. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

c. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

13. Disposal of Demolished Materials:

a. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

b. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION



01 74 19.03 DUMPSTER

- A. General Information:
  - 1. Location will vary per site.
- B. Project Conditions:
  - 1. Conditions will vary with each project.
- C. Product:
  - 1. Provide one 30 yard dumpster onsite for the period of time necessary to utilize it to legally dispose of all project waste.
- D. Installation: N/A

END OF SECTION

01 78 01 – AS-BUILT SITE SURVEY

A. GENERAL INFORMATION

1. Provide an ""as built"" survey verifying corner placement of all buildings and utility runs prior to release of the retainage.

### 03 30 03 CONCRETE DRIVEWAY

A. General Information:

1. See Section 03 30 00 CAST IN PLACE CONCRETE

B. Project Conditions:

1. Conditions to vary with each project. Visit site to understand existing conditions and scope of work.
2. Remove existing asphalt and dispose of properly.

C. Product:

1. Concrete strength = 3,000 psi at 28 days.

D. Installation:

1. Remove topsoil to a depth to assure stable moisture content. Provide all sub grade fill required for application of a concrete driveway. Compact fill as required.

2. Provide all forming, pour, and smooth finish. Driveway to be 4" (min.) deep and shall have thickened edges the lengths of all sides. Provide concrete with 6x6 10/10 wire mesh in accordance with the building code of jurisdiction. The width, length and shape of the driveway will vary with each project. These dimensions do not include the "Approach" area which shall not be included in this scope of work.

END OF SECTION

### 03 30 53 STEPS

A. General Information:

1. See Section 03 10 01 FOUNDATIONS
2. See Section 03 30 00 CAST-IN-PLACE CONCRETE
3. See Section 05 52 00 METAL RAILINGS
4. See Section 06 10 00 ROUGH CARPENTRY
5. Field verify site conditions for steps ramp and landing locations. Step design, handrails, guardrails, width and general layout to meet the 5<sup>th</sup> Edition Florida Building Code 20104 and the 2012 Florida Accessibility Code for Building Construction or current accessibility code. General Contractor to provide permit and construction documents by a structural engineer.

B. Project Conditions:

1. Verify existing conditions on site.

C. Product:

1. Concrete Foundation, concrete pilings and/or wood pilings.

D. Installation:

1. Install foundation.
2. Form and pour steps in equal heights and widths per building code. Steps to be 7" maximum height and 11" depth for 4 or more risers and 13" depth for 3 or fewer risers. Broom finish all concrete
3. Install railing support and railing per building codes.

END OF SECTION

## 06 20 02 INTERIOR WOOD TRIM

### A. General Information:

1. See Section 09 31 00 CERAMIC TILE.
2. See Section 09 91 00 PAINTING.

### B. Project Conditions:

1. Do not install hardwood until the building is sealed and wet work is complete.
2. Provide moisture resistant wood trim when used in wet areas (bathrooms).

### C. Products:

1. All Wood Trim to be paint-grade, finger-jointed pine.
2. All new wood trim installations to be as follows:
  - a. Door Trim Profile "M-21C" by Blumer and Stanton or approved equal. Dimensions 5/8" x 2-5/8"
  - b. Base Trim: Profile B-9P" by Blumer and Stanton or approved equal. Dimensions 5/8" x 3-1/2"
3. All replacement trim to match existing profile.

### D. Installation:

1. Groove or kerf back of flat trim
2. Back prime all wood trim in wet areas.
3. All joints to be beveled and sanded for smooth transitions between pieces
4. Fill all nail holes and joints with sandable, paintable wood filler.
5. Paint per specification requirements.

06 20 23 ROD AND SHELF INTERIOR CLOSET

A. General Information:

1. Provide blocking as required.

B. Project Conditions:

1. Prepare area for shelf and rod.

C. Products:

1. Wood Rod and Sockets: 1-1/2" pine rod. Provide metal support where distance between bracing exceeds 5'.
2. Shelf: 12" x 3/4" paint grade eastern white pine. Paint prior to installation.

D. Pine blocking: 2x4 paint grade eastern white pine. Paint prior to installation.

E. Installation:

1. Screw shelf to blocking.
2. Fasten to studs with screws. Conceal screw heads.

## 07 21 00 THERMAL INSULATION

### A. General Information:

1. This section includes the following:
  - a. Batt insulation for walls and ceilings/attics.
  - b. Rigid insulation on building exterior.
  - c. Sound control blanket insulation in walls.

### B. Project Conditions:

1. Conditions vary with each project. In general, all insulation is to meet requirements of the Florida Building Code 2010 and the Florida Building Code: Energy Conservation 2010 or current building codes.
2. Provide insulating materials that comply with requirements and with referenced standards and, for preformed units, in sizes to fit applications indicated, selected from manufacturer's standard thicknesses, widths, and lengths.
3. Do not use paper-backed batt insulation.

### C. Product:

1. Batt Insulation:
  - a. Un-faced Mineral-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread of not more than 25 and a smoke-developed index of no more than 450; passing ASTM E 136 for combustion characteristics.
  - b. Faced Mineral-Fiber Blanket Insulation: ASTM C 665, Type III, Class A; Category 1, faced with foil-scrim-kraft, foil scrim, or foil-scrim-polyethylene vapor-retarder membrane on one face, with maximum flame-spread of not more than 25 and a smoke-developed index of no more than 450; passing ASTM E 136 for combustion characteristics.
  - c. Minimum requirements:
    - Floor Insulation – Minimum R-13
    - Wall Insulation – Minimum R-19
    - Ceiling/Attic insulation – Minimum R-38
2. Rigid Insulation - Extruded-Polystyrene Board Insulation: 1½" thick sheets of closed cell polystyrene foam R-7 minimum. ASTM C 578, Type IV with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively.
3. Sound Control Blanket Insulation - Shall be Type I Fiberglass Batts 3½" thick 2.5 pcf, friction fit, for interior stud walls, with maximum flame-spread of not more than 25 and a smoke-developed index of no more than 450. Type as recommended by manufacturer for maximum sound attenuation.

### D. Installation:

1. General: Install insulation to comply with insulation manufacturer's written instructions applicable to products and application indicated. Extend insulation in thickness indicated to en-

velop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

2. Installation of General Building Insulation: Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

a. Seal joints between closed-cell (non-breathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant.

b. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for fire-stopping. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.

c. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:

1. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.

2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.

4. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:

a. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions.

b. Apply insulation standoffs to each spindle to create cavity width indicated between concrete substrate and insulation.

c. After adhesive has dried, install board insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers, taking care not to compress insulation below indicated thickness.

d. Where insulation will not be covered by other building materials, apply capped washers to tips of spindles.

5. Stuff glass-fiber, loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent of normal maximum volume.

END OF SECTION



## SECTION 07 31 01 - ASPHALT SHINGLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes dimensional asphalt shingles for steep roofs.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: Two full-size units for each asphalt shingle indicated and for each color and texture required.

#### 1.3 QUALITY ASSURANCE

- A. Fire-Test-Exposure Classification: Identify each bundle of shingles or shakes with appropriate markings indicating fire-test-exposure classification of testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Wind-Resistance-Test Characteristics: Identify each bundle of asphalt shingles with appropriate markings indicating wind-resistance-test characteristics determined by a qualified testing and inspecting agency.
  - 1. Wind Load Requirements: Ultimate Wind Speed VULT = 170 (Normal Wind Speed VASD = 132, Exposure C – Risk Category II as per 5<sup>th</sup> Edition Florida Building Code 2014, Section 1609.
- C. Mockups: Build mockups to demonstrate aesthetic effects and qualities of materials and execution.
  - 1. Build mockups as shown on drawings.
  - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to furnish replacement shingles or refund pro-rata portion of amount originally paid for shingles that fail due to original product defects within 20 years from date of Substantial Completion. Failures include, but are not limited to, leaks or deformation or deterioration of asphalt shingles beyond normal weathering.

## PART 2 - PRODUCTS

### 2.1 ASPHALT SINGLES

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:
  - 1. GAF Building Materials Corporation. (Timberline – Ultra HD) or approved equal.
  - 2. Celotex Corporation (The).
  - 3. Certain Teed Corporation.
- C. Colors, Blends, and Patterns: As selected from manufacturer's full range (Timberline - Barkwood).
- D. Fungus Resistance: Provide asphalt shingles surface treated to remain free of fungus and algae growth, which adversely affects appearance of roof, for at least five years.
- E. Three-Dimensional, Fiberglass, Laminated Strip Shingles: ASTM D 3018, Type I, and ASTM D 3462, mineral surfaced, self-sealing, laminated, multi-ply overlay construction, fiberglass based.
  - 1. Wind Resistance: Passes requirements in ASTM D 3161.
  - 2. Fire-Test-Response Classification: Class A per ASTM E 108.
- F. Hip and Ridge Shingles: Factory-precut matching asphalt shingles.

### 2.2 METAL TRIM AND FLASHING

- A. Sheet Metal Materials:
  - 1. Aluminum: ASTM B 209
- B. Metal Drip Edge: Brake-formed sheet metal with at least 2-inch roof deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge. Furnish in lengths of 8 or 10 feet
  - 1. Material: Aluminum
- C. Metal Flashing: Job-cut to sizes and configurations required.
  - 1. Material: Aluminum
- D. Open-Valley Metal Flashing: Preformed, inverted-V profile at center of valley and extending at least 9 inches in each direction from centerline of valley.
  - 1. Material: Aluminum
- E. Vent Pipe Flashing: Lead, ASTM B 749, Type L51121, at least 1/16 inch thick, unless otherwise indicated. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof extending at least 4 inches from pipe onto roof.

### 2.3 ACCESSORIES

- A. Felt Underlayment: ASTM D 226 or ASTM D 4869, Type II (No. 30), 36-inch- wide, asphalt-saturated organic felt with a headlap as required per the Florida Building Code 5<sup>th</sup> Edition 2014..
- B. Asphalt Plastic Cement: Nonasbestos fibrated asphalt cement, complying with ASTM D 4586.
- C. Nails: Aluminum or hot-dip galvanized steel, 0.120-inch diameter barbed shank, sharp-pointed, conventional roofing nails with minimum 3/8-inch diameter head and of sufficient length to penetrate 3/4 inch into solid decking or at least 1/8 inch through plywood sheathing.
  - 1. Where nails are in contact with flashing, prevent galvanic action by providing nails made from the same metal as that of flashing.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.
- B. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

#### 3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions and recommendations but not less than those recommended by ARMA's "Residential Asphalt Roofing Manual" or NRCA's "The NRCA Steep Roofing Manual."
  - 1. Proceed with installing asphalt shingles only when existing and forecasted weather conditions will permit work to be performed according to manufacturers' written recommendations and warranty requirements, and when substrate is completely dry.
  - 2. Fasten asphalt shingles to roof sheathing with nails.
- B. Felt Underlayment: Apply 1 layer of felt underlayment horizontally over entire surface to receive asphalt shingles, lapping succeeding courses minimum of 2 inches, end laps minimum of 4 inches, and hips and valleys minimum of 6 inches. Secure felt with sufficient number of fasteners to hold underlayment in place until asphalt shingle installation.
  - 1. Apply additional layer of felt underlayment on roof decks with slope
- C. Waterproof Underlayment: Apply waterproof underlayment at eaves. Cover deck from eaves to at least 24 inches inside exterior wall line.
  - 1. In addition to eaves, apply waterproof underlayment in place of felt underlayment at valleys.
- D. Underlayment at Closed Valleys: Center 36-inch wide felt underlayment in valley and secure with only enough fasteners to hold in place until asphalt shingles are installed. Lap roof underlayment over valley underlayment at least 6 inches.
- E. Metal Open Valleys: Comply with ARMA and NRCA recommendations. Install second felt underlayment shingle lapped at least 12 inches and sealed with plastic asphalt cement. Install metal valley shingle lapped at least 9 inches and sealed with plastic asphalt cement.

- F. Woven and Closed-Cut Valleys: Comply with ARMA and NRCA recommendations.
- G. Flashing: Install metal flashing and trim as indicated and according to details and recommendations in NRCA's "The NRCA Steep Roofing Manual."
- H. Install asphalt shingles, beginning at roof's lower edge, with starter strip of roll roofing or inverted asphalt shingles with tabs removed. Fasten asphalt shingles in desired weather exposure pattern; use number of fasteners per shingle as recommended by manufacturer. Use vertical and horizontal chalk lines to ensure straight coursing.
  - 1. Cut and fit asphalt shingles at valleys, ridges, and edges to provide maximum weather protection. Provide same weather exposure at ridges as specified for roof. Lap asphalt shingles at ridges to shed water away from direction of prevailing wind.
  - 2. Use fasteners at ridges of sufficient length to penetrate sheathing as specified.
- I. Ridge Vents: Install according to manufacturer's written instructions

END OF SECTION 07311

08 13 15 EXTERIOR DOOR

A. General Information:

1. See Section 09 91 00 PAINTING
2. See Section 06 20 02 INTERIOR WOOD TRIM

B. Project Conditions:

1. All exterior doors to be impact doors and must have hurricane protection to meet Florida Building Code 2010 or current applicable code requirements for product approval. Contractor to provide structural engineers calculation for the applicable door load requirements for site specific conditions. All provided doors must meet the required psf.
2. Door to be minimum 36" width.

C. Products:

1. Door: Impact resistant fiberglass door by Threma-Tru or approved equal with Florida Product Approval. Florida Product Approval FL-13459.1
2. Lever hardware with keyed deadbolt; must match impact approved door hardware.
3. Install peephole at 4'10" aff (not required if vision panel is provided in the door).
3. Provide weather-stripping, door stop or chain and threshold

D. Installation:

1. Install doors per manufacturer's recommendations.
2. Paint per approved color selection
3. Provide level 5' x 5' landing at door.
4. For areas requiring acoustical treatment:
  - A. Contractor shall use a high-density expanding foam sealant around the entire perimeter of the door frame to seal the door assembly and minimize air/noise infiltration. This is a Mandatory Inspection item and DES rehab inspector shall be notified 24 hours in advance of such inspection.
  - B. Contractor shall use an acoustical sealant for exposed joints, non-sag, paintable, non-staining latex sealant complying with ASTM C-834.

END OF SECTION

08 17 00 INTERIOR PREHUNG DOOR

A. General Information:

1. See Section 09 91 00 PAINTING
2. See Section 06 20 02 INTERIOR WOOD TRIM INTERIOR
3. See Section 08 70 01 LOCKSET - INTERIOR

B. Project Conditions:

1. Door to be minimum 32" clear opening (34" width door) when used in Fair Housing compliant homes

C. Products:

1. Door: premium grade, medium density overlay 1-3/8" hollow core wood door.
2. Shop prime faces and edges of doors with one coat of wood primer. See paint specification.
3. Flush flat door panel construction or to match existing door panels
4. Door to have blocking to eliminate through bolting hardware.
5. Hardware: All interior bedroom and bathroom doors to have privacy lever locksets. Provide 3 satin nickel finish hinges.

D. Installation:

1. Install doors per manufacturer's recommendations.
2. Verify door swing required prior to ordering door assembly.

END OF SECTION

08 36 18 GARAGE DOOR

A. General Information:

1. See masonry units specifications on structural drawings.

B. Project Conditions:

1. All exterior doors to be impact doors and must have hurricane protection to meet Florida Building Code, 5<sup>TH</sup> Edition 2014 or current applicable code requirements for product approval. Contractor to provide structural engineers calculation for the applicable door load requirements for site specific conditions. All provided doors must meet the required psf.
2. Doors to be sized per drawings.

C. Products:

1. Garage Door: Insulated, impact rated metal embossed door with opener. Therma-core Collection 5745 as manufactured by Overhead Door Corporation or approved equal.
2. Opener: 1/2 HP with chain drive, model number 8165 as manufactured by Liftmaster or approved equal.

D. Installation:

1. Install doors per manufacturer's recommendations.
2. Paint per approved color selection

END OF SECTION

## 08 52 03 SINGLE HUNG ALUMINUM WINDOWS

### A. GENERAL INFORMATION

1. Impact windows to meet 5<sup>th</sup> Edition, Florida Building Code 2014 requirements for product approval. Contractor to provide structural engineers calculation for the applicable window load requirements for site specific conditions. All provided windows must meet the required psf. Reinforce framing and fill adjacent cells, sills and heads to meet requirements of structural engineer. Glazing to be Insulated Solarban 70XL Glass, SHGC 027, U-value 0.24.

2. All bedrooms to have a door or operable window that meets egress window requirements. Verify with window supplier that each bedroom has a window that meets these requirements.

3. See Section 04 81 00 UNIT MASONRY ASSEMBLY
4. See Section 06 10 00 ROUGH CARPENTRY
5. See Section 07 21 00 THERMAL INSULATION
6. See Section 07 46 01 FIBER CEMENT SIDING
7. See Section 09 22 00 PORTLAND CEMENT PLASTER
8. See Section 09 29 00 GYPSUM BOARD
9. See Section 09 91 00 PAINTING

### B. PROJECT CONDITIONS

1. Coordinate all window rough opening requirements prior to commencement of masonry work.

### C. PRODUCTS

1. Impact Windows: PGT SH7700H (NOA 20-0401.11) single-hung aluminum windows with insect screens, or approved equal.

### D. INSTALLATION

1. In Masonry Construction: Fill cells as required by structural engineer and product approval requirements
2. Install windows per manufacturer's recommendations and to form a watertight installation with drip at head.

END OF SECTION



08 70 01 LOCKSET - INTERIOR

A. General Information:

1. See Section 08 00 00 OPENINGS

B. Products:

1. General Use:

- a. Bedroom and Bath: Schlage Lever Lockset model F40 FLA or approved equal.
- b. Closet and Hall: Schlage Lever Lockset model F10 FLA or approved equal.
- c. Non-operational (dummy) interior door: Schlage Lever Lockset model F170 FLA or approved equal
- d. Finish to be selected from standard color and finish selections. Architect to select/approve during shop drawing review.

C. Installation:

1. Install as per manufacturer's recommendations.

END OF SECTION

## 09 22 00 PORTLAND CEMENT PLASTER

### A. General Information:

1. See Section 04 20 00 MASONRY
2. See Section 06 10 00 ROUGH CARPENTRY
3. See Section 06 40 01 STRUCTURAL WALL SHEATHING
4. See Section 09 91 00 PAINTING

### B. Project Conditions:

1. Install mockups to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution.
2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
3. Comply with requirements of referenced plaster application standards and recommendations of plaster manufacturer for environmental conditions before, during, and after plaster application.

### C. Products:

1. Expanded-Metal Lath: ASTM C 847.
  - a. Material: Zinc-coated (galvanized) steel sheet, structural quality, with coating complying with ASTM A 653/A 653M, G60 coating designation.
  - b. Diamond-Mesh Lath: Self-furring. Weight: 3.4 lb/sq. yd.
  - c. Rib Lath: Flat, rib depth of not more than 1/8 inch. Weight: 3.4 lb/sq. yd.
  - d. Backing: Where lath is indicated to have backing, and where backing is required for machine application of plaster; provide self-furring lath backed with asphalt felts on solid gypsum sheathing.
2. Plaster materials:
  - a. Base-Coat Cements: Portland cement, ASTM C 150, Type I
  - b. Job-Mixed Finish-Coat Cement: Portland cement, ASTM C 150, Type I. Cement Color: Gray.
  - c. Lime: Special non air-entraining hydrated lime for finishing purposes, ASTM C 206, Type S; or special non air-entraining hydrated lime for masonry purposes, ASTM C 207, Type S.
  - d. Sand Aggregate for Base Coats: ASTM C 897.
  - e. Aggregate for Finish Coats: ASTM C 897 system, and as indicated below. Manufactured or natural sand, white in color.

4. Miscellaneous Materials:
  - a. Fiber for Base Coat in Three-Coat Work: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminates, manufactured for use in Portland cement plaster.
  - b. Water for Mixing and Finishing Plaster: Potable.
  - c. Bonding Agent: A non-re-emulsifiable acrylic emulsion. Approved products include Thoroseal/Acryl 60, manufactured by Harris Specialty Chemicals, Inc.; Xycrylic, manufactured by Xypex Chemical Corp.; and Sikalatex, manufactured by Sika Chemical Corp.
  - d. Acid-Etching Solution: Muriatic acid (10 percent solution of commercial hydrochloric acid) mixed 1 part to not less than 6 nor more than 10 parts water.
  - e. Asphalt-Saturated Felt: ASTM D 226, Type I (No. 15), non-perforated.
5. Plaster Mixes and Compositions:
  - a. Comply with ASTM C 926 for base – and finish-coat mixes as applicable to plaster bases, materials, and other requirements indicated, except that plastic cement and masonry cement not permitted.
  - b. Base-Coat Mixes and Compositions: Proportion materials for respective base coats in parts by volume for cementitious materials and in parts by volume of aggregate per sum of cementitious materials to comply with the following requirements for each method of application and plaster base indicated. Adjust mix proportions below within limits specified to attain workability.
  - c. Fiber Content: Add fiber to brown coat of three-coat mixes after ingredients have mixed for at least 2 minutes. Comply with fiber manufacturer's written instructions, but do not exceed 1 lb/cu. ft. of cementitious materials. Reduce aggregate quantities accordingly to maintain workability.
  - d. Three-Coat Work over Metal Lath: Base-coat proportions as indicated below:
    1. Scratch Coat: 1 part Portland cement, 0 to 3/4 parts lime, 2-1/2 to 4 parts sand.
    2. Brown Coat: 1 part Portland cement, 0 to 3/4 parts lime, 3 to 5 parts sand.
  - e. Two-Coat Work over Concrete Unit Masonry: Base coat proportions as indicated below:

1 part portland cement, 3/4 to 1-1/2 parts lime, 3 to 4 parts sand. Water to be mixed with bonding admixture in proportion as recommended by admixture manufacturer.
  - f. Job-Mixed Finish Coats: Proportion materials for finish coats in parts by volume for cementitious materials and parts by volume of aggregates per sum of cementitious materials to comply with the following requirements:
    1. Proportions using sand aggregates as indicated below:

1 part portland cement, 3/4 to 1-1/2 parts lime, 3 parts sand.
6. Lath and Furring Installation:
  - a. Install supplementary framing, blocking, and bracing at terminations in work and for support of fixtures, equipment services, heavy trim, grab bars, handrails, furnishings, and similar work to comply with details indicated or, if not

otherwise indicated, to comply with applicable written instructions of lath and furring manufacturer.

b. Where lathing and metal support system abut building structure horizontally and where partition or wall abuts overhead structure, isolate from structural movement to prevent transfer of loading from building structure. Frame both sides of control joints independently and do not bridge joints with furring and lathing or accessories.

c. Install additional framing, furring, runners, lath, and beads, as required to form openings and frames for other work as indicated. Coordinate support system for proper support of framed work that is not indicated to be supported independently of metal furring and lathing system.

7. Non-Load-Bearing Framing Installation:

a. Ceiling Suspension Systems:

1. Preparation and Coordination: Coordinate installation of ceiling suspension system with installation of overhead structural systems to ensure inserts and other structural anchorage provisions have been installed to receive ceiling hangers in a manner that will develop their full strength and at spacings required to support ceiling.

2. Hanger Installation: Comply with ML/SFA 920, "Guide Specifications for Metal Lathing and Furring," and with referenced standards.

3. Do not attach hangers to metal deck tabs.

b. Install ceiling suspension system components of sizes and spacings indicated, but not in smaller sizes or greater spacings than those required by referenced lathing and furring installation standards.

8. Lathing:

a. Install where plaster base coats are required. Provide appropriate type, configuration, and weight of metal lath selected from materials indicated that comply with referenced ML/SFA specifications and ASTM lathing installation standards.

b. Suspended and Furred Ceilings: Use flat, diamond-mesh lath.

9. Preparations for Plastering:

a. Protect contiguous Work from damage and deterioration caused by plastering with temporary covering and other provisions necessary.

b. Clean plaster bases and substrates for direct application of plaster, removing loose material and substances that may impair the Work.

c. Etch concrete and concrete unit masonry surfaces indicated for direct plaster application. Scrub with acid-etching solution on previously wetted surface and rinse thoroughly with clean water. Repeat application, if necessary, to obtain adequate suction and mechanical bond of plaster (where dash coat, bonding agent, or additive is not used).

d. Apply bonding agent on concrete and concrete unit masonry surfaces indicated for direct plaster application.

e. Apply dash coat on concrete surfaces indicated for direct plaster application. Moist-cure dash coat for at least 24 hours after application and before plastering.

- f. Install temporary grounds and screeds to ensure accurate rodding of plaster to true surfaces; coordinate with scratch-coat work.
  - g. Immediately before plastering, dampen concrete and concrete unit masonry substrates, except where a bonding agent has been applied, to produce optimum suction for plastering.
10. Plaster Application:
- a. Mixing: Mechanically mix cementitious and aggregate materials for plasters to comply with applicable referenced application standard and with recommendations of plaster manufacturer.
  - b. Do not use materials that are frozen, caked, lumpy, dirty, or contaminated by foreign materials.
  - c. Do not use excessive water in mixing and applying plaster materials.
  - d. Flat Surface Tolerances: Do not deviate more than plus or minus 1/8 inch in 10 feet from a true plane in finished plaster surfaces, as measured by a 10-foot straightedge placed at any location on surface.
  - e. Sequence plaster application with installation and protection of other work so that neither will be damaged by installation of other.
  - f. Plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground, unless otherwise indicated. Where interior plaster is not terminated at metal frame by casing beads, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
  - g. Make internal corners and angles square; finish external corners flush with corner beads on interior work, square and true with plaster faces on exterior work.
  - h. Number of Coats:
    - 1. Metal Lath: Three coats.
    - 2. Concrete Unit Masonry: Two coats.
    - 3. Concrete, Cast-in-Place or Precast: Two coats when surface condition complies with ASTM C 926 for plaster bonded to solid base.
  - i. Finish Coats:
    - 1. Float Finish: Apply finish coat to a minimum thickness of 1/8 inches to completely cover base coat, uniformly floated to a true even plane with fine-textured finish matching sample.
    - 2. Trowel-Textured Finish: Apply finish coat with hand-troweled-textured finish matching sample.
  - j. Terminations of Plaster: Install casing beads, unless otherwise indicated.
  - k. Control Joints: Install at locations indicated or, if not indicated, at locations complying with the following criteria and approved by Architect:
    - 1. Where an expansion or contraction joint occurs in surface of construction directly behind plaster membrane.
    - 2. Distance between Control Joints: Not to exceed 18 feet in either direction or a length-to-width ratio of 2-1/2 to 1.
    - 3. Wall Areas: Not more than 144 sq. ft.
    - 4. Horizontal Surfaces: Not more than 100 sq. ft. in area.
    - 5. Where plaster panel sizes or dimensions change, extend joints full width or height of plaster membrane.

11. Cutting, Patching, and Cleaning:
  - a. Cut, patch, replace, repair, and point up plaster as necessary to accommodate other work. Repair cracks and indented surfaces. Point-up finish plaster surfaces around items that are built into or penetrate plaster surfaces. Repair or replace work to eliminate blisters, buckles, check cracking, dry outs, efflorescence, excessive pinholes, and similar defects. Repair or replace work as necessary to comply with required visual effects.
  - b. Remove temporary covering and other provisions made to minimize spattering of plaster on other work. Promptly remove plaster from doorframes, windows, and other surfaces not to be plastered. Repair surfaces stained, marred or otherwise damaged during plastering work.

END OF SECTION

## 09 29 05 WALL AND CEILING DRYWALL

### A. General Information:

1. See Section 09 91 23 PAINTING.
2. See Section 09 29 00 GYPSUM BOARD FINISH.

### B. Project Conditions:

1. Protect all product prior to and during installation.

### C. Products:

1. Drywall shall be 5/8" at ceilings and 1/2" at walls with maximum lengths and widths available to minimize joints in each area and correspond with existing support system.
2. In areas with fire rated assemblies, all new material will meet requirements of fire rated assemblies.

### D. Installation:

1. Install gypsum panels across framing to minimize the number of abutting end joints. Stagger abutting end joints of adjacent panels not less than one framing member.
2. Install gypsum panels with face side out. Butt panels with not more than 1/16 inch of open space between panels. Do not force into place.
3. Do not place gypsum panel tapered edges against cut edges or ends.
4. Install gypsum panels to supports with steel drill screws at 12 inches on center.
5. Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surface for paint finish.
6. Prefill open joints and damaged surface areas. Patch drywall as required using 3 coat finishing process.
7. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
8. Prepare for painting finish and paint surface as per section 09 91 23 PAINTING.

END OF SECTION

09 30 11 – PORCELAIN TILE – PT3

A. GENERAL INFORMATION

1. See section 01 10 02 OWNERS FINISH SELECTION.

B. PROJECT CONDITIONS

1. Substrate to be smooth and meet requirements of per TCNA (Tile Council of North America) handbook.

C. PRODUCTS

1. 12 x 12 Colorbody porcelain tile – Cliff Pointe – or approved equal. Tile to be slip resistant.
2. 12 x 6 Cove Base Trim

D. INSTALLATION

1. Install ceramic tile floor per TCNA (Tile Council of North America) handbook and manufacturer installation guidelines.
2. Installation to be centered in room each way. Trim tile as needed to fit in existing space.
3. Provide cove base to match floor or to match wall tile.

END OF SECTION



## 09 31 02 CERAMIC TILE AT SHOWER/TUB

### A. GENERAL INFORMATION

1. See Section 06 10 00 ROUGH CARPENTRY
2. See Section 07 21 00 THERMAL INSULATION
3. See Section 09 29 00 GYPSUM BOARD ASSEMBLIES
4. See Section 09 91 00 PAINTING.
5. See Section 10 28 02 CERAMIC TILE ACCESSORIES
6. See Section 01 10 02 OWNERS FINISH SELECTION

### B. PROJECT CONDITIONS

1. Pitch to drain.

### C. PRODUCTS

1. All drywall in bathrooms to be cementitious board.
2. Shower pan liner: 40 mil PVC Oatley or approved equal
3. Ceramic Tile: 4x4 ceramic tile – Dal Tile or approved equal – price group 1 or 2 with tile accessories at corners and bullnose at top. Extend shower/tub tile to 7' aff minimum. Matte finish tile at floor to meet ADA slip-resistance requirements.
4. Bathroom Accessories – Ceramic shelf, shower rod and ceramic soap dish

### D. INSTALLATION

1. Slope shower floor substrate or slab using leveling compound
2. Install shower pan per manufacture's recommendations.
3. Construct shower walls per the permitted plans.
4. Install ceramic tile and accessories. Install ceramic tile per TCNA (Tile Council of North America) handbook and manufacturer installation guidelines.
5. Finish cementitious board and paint.

09 31 12 – PORCELAIN TILE – PT1 AND PT2

A. GENERAL INFORMATION

1. See Section 062000 - INTERIOR WOOD TRIM
2. See Section 01 10 02 OWNERS FINISH SELECTION.

B. PROJECT CONDITIONS

1. Protect adjacent surfaces
2. Substrate to be smooth and meet requirements of the TCNA handbook.

C. PRODUCTS

1. 12 x 12 Colorbody porcelain tile – Cliff Pointe – or approved equal. Tile to be slip-resistant.
2. Grout to match tile.
3. Porcelain or wood base – coordinate with finish schedule.

D. INSTALLATION

1. Install ceramic tile floor per TCNA (Tile Council of North America) handbook and manufacturer installation guidelines.
2. Installation based on full size tiles and to extend at least 12" past door jambs or to adjacent wall and 12" past open door. Use full tiles.

END OF SECTION

09 65 20 – VINYL COMPOSITION TILE

A. PROJECT CONDITIONS

1. Substrate to be smooth and meet requirements of sheet vinyl manufacturer.

B. PRODUCTS

1. Armstrong - Standard Excelon Imperial Texture 12x12 vinyl tile.
2. Adhesive must comply with Rule 1168 of the South Coast Air Quality Management District.

C. INSTALLATION

1. Install vinyl composition tile per manufacturer's recommendations.

END OF SECTION

## 09 91 00 PAINTING

### A. General Information:

1. See Section 09 29 00 GYPSUM BOARD ASSEMBLIES.

### B. Project Conditions:

1. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Provide barrier coats over incompatible primers or remove and re-prime.
2. Interior:
  - a. Lightly sand surface and patch wall surface prior to paint application.
  - b. Prepare surfaces for painting with Krud Kutter or approved equal - non-toxic, biodegradable cleaning agent where required.
  - c. Clear room and cover all surfaces prior to beginning work.
  - d. Apply waterborne paint when temperature is between 50 degrees – 90 degrees.
3. Exterior:
  - a. Pressure clean with water, fill all cracks and holes.
  - b. Lightly sand surface and patch wall surface prior to paint application.
  - c. Apply waterborne paint when temperature is between 50 degrees – 90 degrees.
4. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
5. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
6. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.

Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

### C. Products: **All paint and primers must meet the most recent Green Seal G-11 Environmental standards.**

1. Manufacturers' Names
  - a. Benjamin Moore & Co. (Benjamin Moore).
  - b. M. A. Bruder & Sons, Inc. (M. A. B. Paint).
  - c. Sherwin-Williams Co. (Sherwin-Williams).
2. Preparatory Coats:

- a. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
  - b. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
    1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
    2. Zinc-Coated Metal Substrates: Galvanized metal primer.
    3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.
  - c. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
    1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
    2. Zinc-Coated Metal Substrates: Galvanized metal primer.
    3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.
3. Exterior Finish Coats:
- a. Exterior Low-Luster Acrylic Paint:
    1. Benjamin Moore; Moorcraft Super Spec Low Lustre Latex House Paint No. 185.
    2. M. A. B. Paint; Fresh Kote Latex Eggshell 405 Line. Sherwin-Williams; A-100 Exterior Latex Satin House & Trim Paint A82 Series.
  - b. Exterior Full-Gloss Acrylic Enamel for Ferrous and Other Metals:
    1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel M28.
    2. M. A. B. Paint; Rust-O-Lastic Gloss Acrylic (DTM) Maintenance Finish 043 Line.
    3. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series.
  - c. Exterior Full-Gloss Alkyd Enamel:
    1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel M22.
    2. M. A. B. Paint; Rust-O-Lastic Finish Coating 074 Line.
    3. Sherwin-Williams; Industrial Enamel B-54 Series.
4. Interior Finish Coats:
- a. Interior Low-Luster Acrylic Enamel:
    1. Benjamin Moore; Moorcraft Super Spec Latex Eggshell Enamel No. 274.
    2. M. A. B. Paint; Fresh Kote Latex Satin Eggshell Enamel 405 Line.
    3. Sherwin-Williams; ProMar 200 Interior Latex Egg-Shell Enamel B20W200 Series.
  - b. Interior Semigloss Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276.
  2. M. A. B. Paint; Fresh Kote Latex Semi-Gloss 410 Line.
  3. Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W200 Series.
- 5 Interior Wood Stains and Varnishes:
- a. Open-Grain Wood Filler:
    1. Benjamin Moore; Benwood Paste Wood Filler No. 238.
    2. M. A. B. Paint; Paste Wood Filler.
    3. Sherwin-Williams; none recommended.
  - b. Interior Wood Stain: Alkyd based.
    1. Benjamin Moore; Benwood Penetrating Stain No. 234.
    2. M. A. B. Paint; Wood Stain 062 Line.
    3. Sherwin-Williams; Wood Classics Interior Oil Stain A-48 Series.
  - c. Clear Sanding Sealer: Fast-drying alkyd based.
    1. Benjamin Moore; Moore's Interior Wood Finishes Quick-Dry Sanding Sealer No. 413.
    2. M. A. B. Paint; Minit Dri Sanding Sealer 037-005 Line.
    3. Sherwin-Williams; Wood Classics Fast Dry Sanding Sealer B26V43.
  - d. Interior Alkyd- or Polyurethane-Based Clear Satin Varnish:
    1. Benjamin Moore; Benwood Interior Wood Finishes Polyurethane Finishes Low Lustre No. 435.
    2. M. A. B. Paint; Rich Lux Water Based Satin Polyurethane.
    3. Sherwin-Williams; Wood Classics Fast Dry Oil Varnish, Satin A66-300 Series.
- D. Installation:
1. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  2. Provide barrier coats over incompatible primers or remove and reprime.
  3. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
  4. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
  5. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
  6. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

7. Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
8. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
9. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
10. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
11. Cleanup:
  - a. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
  - b. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
  - c. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

#### EXTERIOR PAINT SCHEDULE

1. Concrete, Stucco, and Masonry (Other Than Concrete Unit Masonry):
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Exterior concrete and masonry primer.
    2. Finish Coats: Exterior low-luster acrylic.
2. Concrete Unit Masonry:
  - a. Acrylic Finish: Two finish coats over a block filler.
    1. Block Filler: Concrete unit masonry block filler.
    2. Finish Coats: Exterior low-luster acrylic paint.
3. Smooth Wood:
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Exterior wood primer for acrylic.
    2. Finish Coats: Exterior semigloss acrylic.
4. Wood Trim:
  - a. Acrylic-Enamel Finish: Two finish coats over a primer.
    1. Primer: Exterior wood primer for acrylic enamels.

2. Finish Coats: Exterior semigloss acrylic.
5. Plywood:
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Exterior wood primer for acrylic.
    2. Finish Coats: Exterior low-luster acrylic.
6. Ferrous Metal:
  - a. Acrylic Finish: Two finish coats over a rust-inhibitive primer.
    1. Primer: Exterior ferrous-metal primer (not required on shop-primed items.
    2. Finish Coats: Exterior semigloss acrylic.
7. Zinc-Coated Metal:
  - a. Acrylic Finish: Two finish coats over a galvanized metal primer.
    1. Primer: Exterior galvanized metal primer.
    2. Finish Coats: Exterior full-gloss acrylic enamel for ferrous and other metals.
8. Aluminum:
  - a. Acrylic-Enamel Finish: Two finish coats over a primer.
    1. Primer: Exterior aluminum primer under acrylic.
    2. Finish Coats: Exterior full-gloss acrylic enamel for ferrous and other metals.

#### INTERIOR PAINT SCHEDULE

1. Concrete and Masonry (Other Than Concrete Unit Masonry):
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Interior concrete and masonry .
    2. Finish Coats: Interior low-luster acrylic enamel .
2. Concrete Unit Masonry:
  - a. Acrylic Finish: Two finish coats over a block filler.
    1. Block Filler: Concrete unit masonry block .
    2. Finish Coats: Interior low-luster acrylic enamel.
3. Gypsum Board:
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Interior gypsum board primer .
    2. Finish Coats: Interior low-luster acrylic enamel .
4. Plaster:
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Interior plaster .
    2. Finish Coats: Interior low-luster acrylic enamel.



5. Ferrous Metal:
  - a. Acrylic Finish: Two finish coats over a primer.
    1. Primer: Interior ferrous-metal primer .
    2. Finish Coats: Interior semigloss acrylic enamel.

#### INTERIOR STAIN AND NATURAL-FINISH WOODWORK SCHEDULE

1. Stain-Varnish Finish: Two finish coats of varnish over a sealer coat and interior wood stain. Wipe wood filler before applying stain. Applied at spreading rate recommended by manufacturer.
  - a. Filler Coat: Open-grain wood filler.
  - b. Stain Coat: Interior wood stain.
  - c. Sealer Coat: Clear sanding sealer.
  - d. Finish Coats: Interior alkyd- clear satin varnish.
2. Natural-Varnish Finish: Two finish coats of varnish over a sealer coat and a filler coat. Applied at spreading rate recommended by manufacturer.
  - a. Filler Coat: Open-grain wood filler.
  - b. Sealer Coat: Clear sanding sealer.
  - c. Finish Coats: Interior alkyd- clear satin varnish.

END OF SECTION

## 09 91 72 KNOCK DOWN FINISH

### A. General Information:

1. See Section 09 29 00 GYPSUM BOARD ASSEMBLIES
2. See Section 09 91 00 PAINTING.

### B. Project Conditions:

1. When installing gypsum board substrate, provide in maximum lengths and widths available that will minimize joints.

### C. Products:

1. Gypsum substrate: regular 5/8" gypsum board.
2. One-component gypsum veneer plaster for application directly over gypsum board with use of separate base-coat material – United State Gypsum Co, Diamond Interior Finish Plaster or approved equal.
3. Obtain plaster products, including gypsum base, joint reinforcing tape, embedding material and plasters from a single manufacturer. Use materials that are recommended by the manufacturer.

### D. Installation:

1. Reinforce interior angles and flat joints with joint tape and embedding material to comply with plaster manufacturer's recommendations.
2. Mechanically mix gypsum veneer plaster materials.
3. Provide knock down textured finish.
4. In existing conditions, paint existing ceiling to match new white ceiling color.

END OF SECTION

## 10 28 00 - BATHROOM ACCESSORIES

### A. GENERAL INFORMATION

1. Each Bathroom to have the following Bathroom Accessories:

- (1) Robe hook
- (2) 24" long towel bars
- (1) Soap dish at sink
- (1) Mirror 24 x 36 minimum, (2) at Master Bathroom
- (1) Toilet paper holder
- With a shower or bath
- (1) Soap dish with washcloth hold at tub or shower
- (1) Bath or shower shelf

### B. PROJECT CONDITIONS

1. Provide blocking for all accessories

### C. PRODUCTS

1. Standard Bathroom Accessories: provide listed manufacturer or approved equal

Robe hook – Kohler Forte Double Sculpted Robe Hook – Mounting Height: 52" aff

24" long towel bars – Kohler Coralais 24" towel bar in Polished Chrome - Mounting Height: 48" aff

Soap dish at sink – Kohler Devonshire Soap Dish in Polished Chrome - Mounting Height: 42" aff

Mirror – framed, size as noted on plans - Mounting Height: above sink

Toilet paper holder – Kohler Coralais wall mount double post toilet paper holder - Mounting Height: 19" aff

With a shower or bath

(1) Soap dish with washcloth hold at tub or shower – Dal Tile BA725 - Mounting Height: 16" aff

(1) Bath or shower shelf – Dal Tile BA725 - Mounting Height: 48" aff

2. Ceramic Bathroom Accessories: Based on Dal Tile:

Soap dish by sink – BA725 or approved equal

Soap dish with washcloth holder – BA728 or approved equal

Corner shelves – BA725 or approved equal

Towel bar brackets - BA730 or approved equal

D. INSTALLATION

1. Install accessories based on manufactures recommendations level and plumb.
2. Patch any damaged adjacent surfaces.

END OF SECTION

10 28 19 SHOWER DOOR

A. General Information:

1. Door to be sized per drawings.

B. Products:

1. Glass Shower Door: As manufactured by Superior Frameless Showers or approved equal.

Glass Thickness: 3/8" Tempered Safety Glass

Glass Type: Acid etched or sand-blasted glass.

Hinges: Pivot Hinges in Polished Chrome

Handle: Handle to be through-the-glass Ladder Type handle in Polished Chrome.

D. Installation:

1. Install door per manufacturer's recommendations.

END OF SECTION

11 29 00 MAILBOXES

A. General Information:

1. See Section 033000 Cast-In Place Concrete

B. Project Conditions:

1. Locate per drawings.

C. Product:

1. Provide a standard size mailbox, where applicable wall-hung at the entrance or the mailbox placed on a post at the street in accordance with any HOA requirements if applicable.
2. Mailboxes shall comply with US Postal Service requirements.
3. Post and Mail Box: "Lowes, Whitehall 9.625-in x 52-in metal white".
4. Wall Mounted Mail Box: "Lowes, Mail Safe 16.875-in x 13.375-in metal white/brushed brass lockable wall mounted mailbox".

D. Installation:

1. Install mailboxes securely as per manufacturer's recommendations.

END OF SECTION

11 31 00 UNDERCOUNTER DISHWASHER - ENERGY STAR

A. General Information:

1. See Section 06 41 00 CABINETS

B. Project Conditions:

1. Coordinate dishwasher size and location with cabinet manufacturer.

C. Products:

1. General Use: General Electric Co built-in dishwasher, model no GLDT690DWW – color white, or approved equal sized to replace 24" unit with hot air, and heat off drying cycles, sliding dish racks and removable silverware basket, UL rated.

D, Installation:

1. Securely anchor to supporting cabinetry or countertop with concealed fasteners. Verify that clearances are adequate for proper functioning and rough openings are completely concealed.
2. Verify 30"x48" working area compliant with Fair Housing Requirements in front of or with a side approach to the dishwasher.

END OF SECTION

## 11 31 01 REFRIGERATOR - ENERGY STAR

### A. General Information:

1. See Section 220000 Plumbing for water distribution, drainage, vent piping and plumbing fixtures.
2. See Section 260000 Electrical for electrical services and connections to residential appliances.

### B. Project Conditions:

1. Coordinate refrigerator size and location with cabinet manufacturer.

### C. Product:

1. General Use: GE Refrigerator, model no GTH20SSBBSS – frost free, 20.0 Cu. Ft., Energy Star rated with top mounted freezer, spill proof shelves, fresh door bins, fresh food bins with adjustable humidity and an ice maker, UL listed or approved equal.

### D. Installation:

1. Place in final location after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
2. Connect appliance to plumbing connections. Refer to product's owner manual for proper installation.

END OF SECTION



11 31 05 DISPOSAL

A. General Information:

1. See Section 220000 Plumbing for water distribution, drainage, vent piping and plumbing fixtures.
2. See Section 260000 Electrical for electrical services and connections to residential appliances.

B. Project Conditions:

1. Install to minimize impact on under cabinet storage.

C. Product:

1. General Use: General Electric 1 Horsepower Continuous Feed Disposer, model no GFC1020V or approved equal.

D. Installation:

1. Connect appliance to plumbing and electrical connections. Refer to product's owner manual for proper installation.

END OF SECTION

11 31 07 GAS RANGE

A. General Information:

1. See Section 22 10 00 PLUMBING PIPING.
2. See Section 260000 Electrical for electrical services and connections to residential appliances.

B. Project Conditions:

1. Coordinate range size and location with cabinet manufacturer.

C. Product:

1. General Use: General Electric 30" Free-Standing Gas Range, model no JGB450DEF or approved similar.
2. Owner shall select color from manufacturer's full range of colors.

D. Installation:

1. Place in final location after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
2. Make all necessary connections to make range operable in accordance with the Residential Florida Building Code 2010 or current applicable building code.

END OF SECTION

11 31 11 OVER-THE-RANGE MICROWAVE WITH RECIRCULATING VENTING

A. General Information:

1. See electrical drawings for electrical services and connections to residential appliances.

B. Project Conditions:

1. Coordinate hood size and location with cabinet manufacturer.

C. Product:

1. General Use: General Electric 1.6 cubic feet over-the-range microwave with recirculating venting model number JNM3161DFWW or approved similar.
2. Owner shall select color from manufacturer's full range of colors.

D. Installation:

1. Securely anchor to supporting cabinetry or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and rough openings are completely concealed.
2. Make all necessary connections to make range hood operable in accordance with the Florida Residential Building Code 5<sup>th</sup> Edition 2014 or current applicable building code.

END OF SECTION

## 11 31 12 WASHING MACHINE STAINLESS STEEL

### A. General Information:

1. See Section 220000 Plumbing for water distribution, drainage, vent piping and plumbing fixtures.
2. See Section 260000 Electrical for electrical services and connections to residential appliances.

### C. Product:

1. General Use: General Electric Energy Star 3.5 DOE Cu. Ft. Capacity Frontload Washer with Stainless Steel Basket, model no GFWN1100L or approved similar.
2. Owner shall select color from manufacturer's full range of colors.

### D. Installation:

1. Place in final location after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
2. Connect appliance to plumbing and electrical connections. Refer to product's owner manual for proper installation.

END OF SECTION

11 31 13 DRYING MACHINE

A. General Information:

1. See Section 260000 Electrical for electrical services and connections to residential appliances.

B. Product:

1. General Use: General Electric 7.0 Cu. Ft. Super Capacity Frontload Gas Dryer, model no GFDN110GL or approved similar.
2. Owner shall select color from manufacturer's full range of colors.

C. Installation:

1. Place in final location after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
2. Connect appliance electrical connections. Refer to product's owner manual for proper installation.

END OF SECTION

# SECTION 10



8/11/2021

PALM BEACH COUNTY  
ADDENDUM #1 TO SPECIFICATIONS  
REPLACEMENT HOME ADDITIONAL SPECIFICATIONS  
3760 Serubi Avenue  
Palm Springs, Florida 33461

Address: 3760 Serubi Avenue

Unit: Unit 01

Location: 1 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 4 Site Work</b>					
1 420	<b>SOD</b> Property to be graded per the grading plan prior to the installation of the sod. Well and Pump and irrigation system to be installed per irrigation plan prior to the installation of the sod.  Sod shall be the recognized St. Augustine Floratam or pre-approved equal to cover outside of the new house footprint from property line to property line.  Sod shall have well matted with roots; shall have firm tough texture having a compact top growth and heavy root development. Sod shall be properly installed and properly fertilized. Fertilizer shall comply with the State Fertilizer Laws and shall contain the proper minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash for the type of sod installed.  Sod to be properly watered.		SF		
<b>Trade: 22 Plumbing</b>					
2 6621	<b>Irrigation Well and Pump System</b> Install a well on the property for irrigation per Building Code of Jurisdiction and Health Department requirements. The well shall be of sufficient pipe diameter and depth to supply well water to irrigate the entire property.  Supply a properly sized irrigation pump to operate the irrigation system. The new pump to be secured to a 2' x 2' concrete pad. The concrete pad to be a minimum of 6" above grade. The pump is to be weather resistant and protected. Contractor to include all required electrical work required for installation per Building Code and Electrical Code of Jurisdiction.		EA		
3 6736	<b>CONNECT EXISTING HOUSE-SEWER SERVICE--4" PVC</b> Install a 4" PVC sewer line from existing house and connect to the public sanitary sewer system. Sewer line to be installed per Building Code of Jurisdiction. Install clean-outs as required by Building Code of Jurisdiction. Yard to be graded per Grading		LF		

**Address: 3760 Serubi Avenue****Unit: Unit 01****Location: 1 - Exterior**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 22 Plumbing**

Survey. Sod to be installed per Sod Installation Specification.

4	6741	<b>ABANDON EXISTING SEPTIC TANK</b>	_____	EA	_____	_____
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The abandonment of the existing septic tank system shall be performed as per local Health Department Specifications, Building Code of Jurisdiction, and all other Governing Codes and Standards, including all EPA requirements. The required permit shall be obtained from the Health Department and all required inspections shall be obtained. All actions required by the Health Department for the abandonment of the septic tank shall be strictly adhered to at all times.

5	7255	<b>LAWN SPRINKLER SYSTEM</b>	_____	SF	_____	_____
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Provide an irrigation plan as required by the Building Department of Jurisdiction per Building Code of Jurisdiction. Irrigation Plan to provide sufficient heads to provide overlapping irrigation to entire lawn and planted areas with a back flow preventer and timer. Install the underground piped irrigation system per the approved plans.

**Location Total:** \_\_\_\_\_**Unit Total for 3760 Serubi Avenue, Unit Unit 01:** \_\_\_\_\_**Address Grand Total for 3760 Serubi Avenue:** \_\_\_\_\_**Bidder:** \_\_\_\_\_**Bid Submitted By:** \_\_\_\_\_**Authorized Signature:** \_\_\_\_\_**Company Name:** \_\_\_\_\_



# SECTION 11

**ADDENDUM #1**  
**Date issued: September 27, 2021**

**INVITATION TO BID:** House Replacement Program

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

**Property Owner(s):** Colin and Migel Coppins

**Property Address:** 3760 Serubi Avenue, Palm Springs, Florida 33461

**Property Control Number:** 70-43-44-19-17-000-0150

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**NOTICE TO GENERAL CONTRACTORS**

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Please be advised that **ADDENDUM #1**, attached, must be signed and included in the bid package to be received by 4:00 PM October 22, 2021.

Any bid package received without the signed acknowledgement of **ADDENDUM #1** shall be considered as non-responsive.

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

By signing above, I, The Contractor, here by acknowledge receipt of the above addendum(s).

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**SCOPE OF WORK CLARIFICATIONS/ CHANGES/ ADDITIONS:**

1. **Question:** Is it possible to have the package emailed?

**Response:** The County email is not able to accommodate the large file size of the Bid Package. The package is available for download at

<http://discover.pbcgov.org/HED/Pages/Construction-BidPackage.aspx>

This link works best with Chrome, Safari or Firefox.

2. **Question:** Is this a mandatory Pre-bid meeting?

**Response:** Attending this pre-bid meeting is not mandatory. Questions may be sent to [hed-cireis@pbccgov.org](mailto:hed-cireis@pbccgov.org) . Questions will be accepted until September 22, 2021.

Contractors are encouraged to visit the site. The Property Owner, can be contacted at: Colin Coppin - (561) 667-9916.

3. **Clarification:** Wet Demo is required for this project. Because of the schedule parameters set by the Village of Palm Springs, the existing structure must be demolished within 30 days after Certificate of Occupancy is received for the new replacement house. All materials will have to go to an approved landfill for asbestos-containing materials. See Section 11 of the Bid Package.

4. **Clarification regarding the New Sewer Line:** The new sewer line must also be hooked up to the existing home so that the existing septic field can be abandoned during construction.

5. **Question:** What is the distance to the sewer connection point?

**Response:** Refer to Site Plan Drawings Sheet SP-1

6. **Question:** Does Demo include the existing foundation?

**Response:** Yes, the site needs to be cleared and graded.

7. **Question:** Will there be required Impact Fees?

**Response:** Per the Village of Palm Springs, there will be impact fees based on the square footage difference between the old house and the new house. Contractors shall verify the Impact Fees with the Village of Palm Springs.

8. **Question:** What are the soil conditions/ is there a topographic survey or a final grading plan?

**Response:** There is no Topographic Survey. The Environmental Report, which is part of the Bid Package, did not note any special soil conditions. Contractor is responsible for grading, sod, landscaping and irrigation. Refer to Section 7 for surveys submitted to the Building Department, including the Grading Plan.

9. **Clarification regarding Irrigation System:** Contractor must install a well for irrigation – this is a requirement by the Village of Palm Springs

10. **Question:** Will the project schedule take into consideration the current materials shortages?

**Response:** The project schedule has allowed: 13 months to achieve Substantial Completion and 15 months for Project Closeout

11. **Question:** Will Value Engineering be possible?

**Response:** Yes. DHED is open to value engineering to reduce costs and meet the schedule requirements or to expedite the construction process.

12. **Question:** Will there be two individual bids for Demolition and Construction?

**Response:** No. Demolition and Construction are line items within the Bid Package.

13. **Question:** How often will payments be approved?

**Response:** DHED requests monthly pay applications. Contractor should allow two weeks for the DHED approval process. Once approved, Contractor should allow up to 30 days for the County Clerk's Office to process payment.

14. **Question:** Does Davis Bacon & Related Acts (DBRA) apply to this project?

**Response:** DBRA does not apply. Fill in and return the Federal Forms as required in the Bid Package.

15. **Correction:** See Section 2. INSTRUCTIONS TO BIDDER

**2. INCONSISTENCIES AND INTERPRETATIONS:**

All questions and interpretations should be submitted directly to CIREIS, hes-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.

**Response:** Questions may be sent to [hed-cireis@pbcgov.org](mailto:hed-cireis@pbcgov.org)

**16. Clarification regarding Bonding:**

A 5% Bid Bond is required for this Bid. See Section 1 & 2 of the Bid Package. A sample Bid Bond form is in Section 13. The check should be made out to: Palm Beach County Board of County Commissioners

A Payment Bond and a separate Performance Bond each in the amount of 100% of the Contract amount, are required for this Project, see Section 4 - Contract. Sample forms are located in Section 14 and Section 15.

**17. Additional Clarifications:**

Contractor should consider the proximity of the existing home to the new construction. The existing home is currently occupied by the Property Owner. The existing home will be demolished after the new replacement house is completed and the Property Owner relocates to the new house.

Contractors should be prepared to meet with the Property Owner before construction start and over the duration of the project.

**18. Question:** Can you please verify which forms are needed with the bid submittal for the Colin Coppin's Residence bid

**Response:** All forms need to be returned as part of the Bid.

**19. Clarification regarding responsibility for demolition:**

The contractor is responsible for the demolition of the existing residence. Ignore the note on SP1 and refer to the Wet Demo Specifications for the Demolition.

**20. Question:** Is there a budget / estimate for this?

**Response:** At this time there is no budget for this project.

**ADDENDUM #2**  
**Date issued: October 12, 2021**

**INVITATION TO BID:** House Replacement Program

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

**Property Owner(s):** Colin and Migel Coppins

**Property Address:** 3760 Serubi Avenue, Palm Springs, Florida 33461

**Property Control Number:** 70-43-44-19-17-000-0150

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**NOTICE TO GENERAL CONTRACTORS**

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Please be advised that **ADDENDUM #2**, attached, must be signed and included in the bid package to be received by 4:00 PM October 22, 2021.

Any bid package received without the signed acknowledgement of **ADDENDUM #2** shall be considered as non-responsive.

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

By signing above, I, The Contractor, here by acknowledge receipt of the above addendum(s).

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**SCOPE OF WORK CLARIFICATIONS/ CHANGES/ ADDITIONS:**

1. **Question:** In your insurance you included Aircraft liability, is this a requirement for this project or is this a standard, required insurance for doing business for the County?

**Response:** The Aircraft liability insurance, specifically found in the General Conditions, GC 31 Insurance, is a standard clause and would only apply to projects involving work with Aircrafts, specifically GC 31.5.2.

2. **Question:** Is there any way we can find out, if the Village of Palm Springs has sewer laterals on the street of this property.

**Response:** It appears that a service lateral exists on the property per the attached photo. It is the Contractor's responsibility to verify the existence and location of the service lateral with the Village of Palm Springs. See the Plumbing engineering submitted as part of the MEPs for further reference to the Contractor's responsibilities, See Section 8, P-1.

3. **Question:** Are bidder's suppose to print out all documents in this package, from invitation to bid to Environmental Review or just print and fill all the important forms requested by HED-CIREIS?

**Response:** This question has been answered in Addendum #1, #18. Per Instructions to Bidder, Section 2, page 2, #7, RETURN ALL PAGES OF THE BID DOCUMENTS TO THE DEPARTMENT.

4. **Question:** Does the wet demolition contractor required to post a separate bond from the general contractor's or the GC bond covers the project?

**Response:** The General Contractor is to provide the bid bond, payment bond, and performance bond for the entire project including demolition.

5. **Question:** Any design or specific information about the well for irrigation.

**Response:** Please reference Addendum #1, #9. The specification for the well and pump system can be found in Section 10, Addendum #1 to the Specifications, page 1. Well must meet all local requirements.

6. **Question:** Have you been able to identify your budget for this project at this time, very important for the bid.

**Response:** A fixed budget is not being provided by the County for this project. Available funding resources will be evaluated upon identification of the lowest, responsive, responsible bid received for the project.

7. **Question:** On general note, the Village of Palm spring is not giving any specific information about the following:

- a. Change of contractor fee
- b. Impact fees
- c. Permit fees

**Response:** Village of Palm Springs fees

- a. Change of contractor fee – See attached Schedule of Fees from the Village of Palm Springs
- b. Impact fees – There will be impact fees as stated in Addendum #1, question #7. It is the contractor's responsibility to verify the impact fees with the Village of Palm Springs and to apply for the required credits with the Palm Beach County Impact Fees Office:

2300 North Jog Road  
West Palm Beach  
Ph: 561-233-5014

- c. Permit fees – See attached Schedule of Fees from the Village of Palm Springs. A deposit of \$1,118.84 has already been paid.

8. **Question:** Any design or specification for the Landscape and irrigation for the property.

**Response:** A landscape plan is not required per Section 34-163 – Single-family dwellings per the Village of Palm Springs municipal code

[https://library.municode.com/fl/palm\\_springs/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_C\\_H34LADE\\_ARTIILA\\_DIV2STRE\\_S34-163SIMIDW](https://library.municode.com/fl/palm_springs/codes/code_of_ordinances?nodeId=PTIICOOR_C_H34LADE_ARTIILA_DIV2STRE_S34-163SIMIDW)

Per Spec #7255 of Addendum #1 to the Specifications, the Contractor is responsible for providing the irrigation plan as part of the irrigation system including installation. In addition, per Spec #420 pertains to the sod installation for the property. Contractor is responsible for meeting all local requirements.

NOTE: The tree requirements have previously been addressed by the homeowner.





10/16/2018





Village of Palm Springs

Planning, Zoning & Building

226 Cypress Lane

Palm Springs, FL 33461

561-965-4016 Fax 561-439-4132

[www.vpsfl.org](http://www.vpsfl.org)  
[\[vpsfl.org\]](http://vpsfl.org)

#### **Schedule of Fees - Resolution No. 2018-25**

##### **Type of Permit:**

**Building Permit** - A permit fee shall be calculated by using the appropriate formula in Exhibit B (Tables 1.1 and 1.2)

##### **Fee:**

\$75 Min - see fee calculation in Exhibit B (Deposit of 30% of estimated value of constr./demolition)

##### **Plan Review and Permit Processing Fees:**

###### **Plan Review**

10% of the estimated permit fee or \$100 min. whichever is greater. Third rejection of plans for the same comment shall incur a fee of four (4) times comment shall incur a fee of four (4) the plan review portion of the permit fee; Florida State Statutes SS 553.80(2)(b)

###### **Minor Revision/Post-Permit**

\$25 (flat fee) plus \$10 per sheet

###### **Major Revision/Pre-Permit**

\$75 (flat fee) plus \$10 per sheet

###### **Major Revision/Post-Permit**

\$75 (flat fee) plus \$10 per sheet

###### **Revalidation/No Revisions**

30% of original permit fee, but not less than \$75

###### **Special or Emergency or Expedited Plan Review**

1 1/2 times original plan review fee (see above) or Cost Recovery plus Administrative Fee if conducted by retained professionals, at determination of PZ&B Director

###### **Refund of Permit Fees**

20% of pre-paid deposit, less plan review and revision fees, prior to permit issuance; 50% of permit fees paid in full, less plan review and



revision fees, prior to permit issuance. There will be no refund of fees after construction begins, application expires or permit expires

Change of Contractor/Owner (No Plan Review Required)	\$50 (flat fee)
Change of Contractor/Owner (Plan Review Required)	\$50 + Revision Cost
Change of Lot	\$30 per hour with 1 hour min. + \$25 admin. fee

### **Schedule of Fees - Resolution No. 2018-25**

<b><u>Type of Permit:</u></b>	<b><u>Fee:</u></b>
Duplicate Plans	\$10 per sheet + \$25 admin. fee
Replacement of Permit Card	\$30 (flat fee) each or \$40 (flat fee) with inspection record + \$25 admin. Cost
Replacement (Reprint) of Certificate of Occupancy	\$30 (flat fee) each + \$25 admin. Cost
Stocking/Training "Permit"	\$200
Certificate of Occupancy	24-Hour Notice = Free Less than 24 hour notice = \$150 (flat fee)
Temporary or Conditional Certificate of Occupancy	Single Family or Duplex = \$200 Comm. or Multi-Family = \$500 + \$50/per condition
Extension of Temporary Conditional Certificate or Temporary Certificate of Occupancy	\$200 (flat fee)
<b><u>Type of Inspection</u></b>	
First Re-Inspection	No Cost
Second Re-Inspection	\$100
Third Re-Inspection	\$200
Courtesy Inspection, not related to a permit	\$75
Miscellaneous or Emergency (same day), or Special Inspection	\$100 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends & holidays
Building Official Inspection/Services	\$150 per hour - 2 hour minimum weekdays & 4

**Fees for Fire Inspections, including annual inspections by Fire Marshall are set by Palm Beach County Fire Rescue. In the event that the Village conducts the inspections, the following are applicable:**

First Re-Inspection (Fire Inspector)	No Cost
Second Re-Inspection (same type)	\$100
Third Re-Inspection and subsequent (same type)	\$200



Village of Palm Springs

Planning, Zoning & Building

226 Cypress Lane

Palm Springs, FL 33461

561-965-4016 Fax 561-439-4132

[www.vpsfl.org](http://www.vpsfl.org)  
[\[vpsfl.org\]](http://vpsfl.org)

**Exhibit B - Permit Fees**

a) Permit Fees. A permit fee shall be calculated by using the appropriate figure in Table 1.1 below and the fee shall not be less

than \$75.00. The permit fee shall be paid at the time of filing the permit application. The formula for principle structures shall be used to verify the cost estimate submitted by the contractor. The larger value of the estimated cost and the calculated cost shall be used for fee determination. The Planning, Zoning & building Director or Building Official at his discretion can request a copy of the contract for his records. A primary permit fee will include the fee for all sub-permits, provided the necessary information is completely and adequately detailed on the plans and other information submitted.

b) Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 100 percent of the usual permit fee, in addition to the required permit fees, plus penalty fees up to 300 percent the usual permit fee, as decided by the Planning, Zoning & Building Director.

<p align="center"><b>Table 1.1</b></p> <p align="center">Permit Fee Formulas:</p> <p align="center">Principle structures <sup>1,2</sup> = (Unit rates <sup>5</sup> X Floor area <sup>6</sup>) <sup>9</sup> X Percentage <sup>7</sup></p>	
<p align="center">General Improvements and Service Systems <sup>3</sup> = Estimated Value <sup>8</sup> X Percent <sup>7</sup></p>	
<p align="center">Demolition = 2.75% of contract value, but not less than \$75.00 <sup>4</sup></p>	
<p>Notes:</p> <p>1. As determined by the building official</p> <p>2. Structures or improvements, which can be calculated by the square footage method</p> <p>3. Systems such as electrical services, swimming pools, tenant improvements and renovations which cannot be calculated by the square footage method</p> <p>4. The minimum permit fee shall not be less than \$75.00</p> <p>5. Unit rates are found in the most recent version of the International Code Council's Square Foot Construction Costs Table within the Building Valuation Data at:</p> <p align="center"><a href="https://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/   iccsafe.org">https://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/   iccsafe.org</a></p> <p>6. Floor area means the total area under roof, including all any porches, garages and entryways (square feet)</p> <p>7. Percentages are those found in Table 1.3</p> <p>8. Estimated value is the average cost of all building material and labor to complete the task. This cost must be able to be verified by the building official using recognized construction cost data</p> <p>9. The estimated value of the work being done will be rounded up or down to the nearest thousand</p>	

<p align="center"><b>Table 1.3</b></p> <p align="center"><i>Percentages X Value</i></p> <p align="center">2.75% = the first \$50,000 plus</p> <p align="center">2% = over \$50,000</p>	
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**ADDENDUM #3**  
**Date issued: October 27, 2021**

**INVITATION TO BID:** House Replacement Program

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

**Property Owner(s):** Colin and Migel Coppins

**Property Address:** 3760 Serubi Avenue, Palm Springs, Florida 33461

**Property Control Number:** 70-43-44-19-17-000-0150

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**NOTICE TO GENERAL CONTRACTORS**

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Please be advised that **ADDENDUM #3**, attached, must be signed and included in the bid package to be received by 4:00 PM December 3, 2021.

Any bid package received without the signed acknowledgement of **ADDENDUM #1, #2, and #3** shall be considered as non-responsive.

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

By signing above, I, The Contractor, here by acknowledge receipt of the above addendum(s).

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**SCOPE OF WORK CLARIFICATIONS/ CHANGES/ ADDITIONS:**

1. **Clarification:** In Section 9, Project Specifications, Page 8 of the Specifications, 01 10 05 – CONTRACTOR ACCEPTS SCOPE OF WORK part of the language in A.1. reads “The contractor shall initial & date each page of the WWU.”

**Response:** This language is to be struck out and removed. It is not necessary for the contractor to initial & date each page of the WWU. A signature and date on this page is still required.

2. **Clarification:** In Section 9, Project Specifications, 01 29 73 – SCHEDULE OF VALUES, Line item 00 SPECIAL CONDITIONS, Page 15 of the Specifications.

**Response:** Line item 00 SPECIAL CONDITIONS, if required, must be included in the bid total of all lines items and CONTRACTOR’S OVERHEAD AND PROFIT on page 17 of the Specifications.

**NOTE:** Special Conditions affect the Demolition and/or Construction on the site, such as, but not limited to, Documentation, Asbestos Abatement, Asbestos Consultant Oversight, Landfill Fees, Project Oversight.

3. **Change:** On the Table of Contents, INVITATION TO BID, Page 1, and In Section 4, Copy of Contract, Article 1, #6, Page 1 of the Contract, Project Substantial Completion date is **09/30/2022**.

**Response:** Project Substantial Completion date is to be changed to 11/30/2022.

4. **Change:** On the Table of Contents, INVITATION TO BID, Page 1, and In Section 4, Copy of Contract, Article 1 #8, Page 1 of the Contract, Project Closeout date is **11/30/2022**.

**Response: Project Closeout date is to be changed to 01/30/2023.**

# SECTION 12

**DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY**  
**COMPLIANCE SECTION TRANSMITTAL**

**TO:** Tessa Wattley, CIREIS, HES **DATE:** January 31, 2019  
**THRU:** Jonathan Brown, Director, HES  
**FROM:** Melanie Borkowski, Regulatory Specialist, HES  
**ER REQUEST BY:** Tessa Wattely, NSP-2 Demolition **ON:** January 23, 2019

HUD applicable forms have been completed for: **Colin and Migel Coppin**  
**3760 Serubi Avenue**  
**Palm Springs, FL 33461**

**PCN: 70-43-44-19-17-000-0150**

- This Environmental review was prepared for the following type of activity:
- Direct Homeownership Assistance/Subsidy for: ☐ S/F New Construction ☐ S/F Acquisition/Rehab ☐ S/F Acquisition
- ☒ Demolition ☐ Housing Rehabilitation ☐ New Construction
- ☐ Acquisition ☐ Acquisition with Rehabilitation
- The Structure and/or Location:
- ☐ (Will) ☒ (Will Not) Require Mitigation Measures
- ☐ (Will) ☒ (Will Not) Require Conditions
- Compliance Measures Required: (if applicable)
- ☐ Flood Hazard Area ☐ Runway Clear Zones ☐ Coastal Barrier ☐ Acceptable Separation Distance
- ☐ Soil ☐ Noise Attenuation ☐ Energy Conservation ☐ Other (Explain)

Comments:

**This environmental review relates only to the demolition of a single-family structure under NSP-2 Demolition and Removal of SF Structures, Program, within the PBC URA.**

Should federal funds be used for construction of a structure(s) at these sites, new environmental monitoring strategy checklist(s) will need to be prepared to meet the requirements of 24 CFR Part 58.

If compliance measures are necessary, please document your files as follows:

1. Within ten (10) working days from receipt of this document, provide a written response ensuring compliance with requirements.
2. Prior to closing, provide the following:
  - Proof of flood insurance for properties located in Flood Zones "A" through "VE";
  - If project is located on a designated coastal barrier, certification signed by a competent authority explaining that compliance measures are of a functionally dependent use; or
  - If project is located in a Runway Clear Zone or Clear Zone, the property owner must sign a statement acknowledging that the property is in a runway clear zone or clear zone, what the implications of such a location are and that there is a possibility that the property may, at a later date, be acquired by the airport.

It is important to note that no properties requiring compliance measures are to be closed without documentation on file indicating that the measures have been accomplished. This environmental review and its findings relate only to the above described property and NSP-2 activity that is receiving funding through the NSP-2 Demolition and Removal of SF Structures in URA as administered by PBC Department of Housing & Economic Sustainability (HES), and therefore the scope of the review is limited to this particular type of activity.

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Activity or Case Name:	Colin & Migel Coppin
Location/Address:	3760 Serubi Avenue, Palm Springs, FL 33461

**COUNTYWIDE ENVIRONMENTAL MONITORING STRATEGY CHECKLIST**  
**FOR ACTIVITIES WITH UNSPECIFIED SITES**

Introduction:  
 This Checklist is part of the Environmental Monitoring Strategy for Activities with Unspecified Sites, to be prepared as sites or new activities are identified to be funded under the Palm Beach County Community Development Block Grant Program, HOME Program, Emergency Shelter Grants Program, Neighborhood Stabilization Program, and any other program as covered by HUD’s ER regulations. This checklist is applicable to activities that are categorically excluded subject to 24 CFR 58.5 or require a full environmental review. This Checklist should be used with applicable regulations, guidelines, and the Strategy.

**Activity Information:**

Activity Description:	NSP-2 Demolition Program within the PBC URA
Property Control Number:	70-43-44-19-17-000-0150
Program Name and Program Year under which activity is being funded:	NSP-2 FY 2018-2019
ERR Project Name and Year Prepared:	NSP-2 Demolition and Removal of SF Residential Structures FY 2018-2023

**Florida Clearinghouse Review**

	<b>YES</b>	<b>NO</b>	<b>N/A</b>		
a. Has the activity been submitted to the Florida Clearinghouse?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table border="1" style="width:100%"> <tr> <td><i>If yes, please insert the Clearinghouse letter date:</i></td> <td align="center"><b>08-16-2018</b></td> </tr> </table>				<i>If yes, please insert the Clearinghouse letter date:</i>	<b>08-16-2018</b>
<i>If yes, please insert the Clearinghouse letter date:</i>	<b>08-16-2018</b>				
	<b>YES</b>	<b>NO</b>	<b>N/A</b>		
b. Has the activity been submitted to the Treasure Coast Regional Planning Council?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table border="1" style="width:100%"> <tr> <td><i>If yes, please insert the TCRPC letter date:</i></td> <td align="center"><b>09-21-2018</b></td> </tr> </table>				<i>If yes, please insert the TCRPC letter date:</i>	<b>09-21-2018</b>
<i>If yes, please insert the TCRPC letter date:</i>	<b>09-21-2018</b>				

**Environmental Determination**

Cite applicable section of regulation: **24 CFR 58.36**  
 If the activity is categorically excluded subject to 58.5, complete Section I of this Checklist. If a full environmental review is required, complete Sections I and II.

**Since the activity is neither categorically excluded, nor exempt, Sections I and II will be completed, as required.**



SECTION I -- STATUTORY CHECKLIST

1. <b>Historic Properties:</b>		YES	NO	N/A
a)	Is the structure on the site 50 years old or older?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b)	Year Structure Built: 1953			
c)	Is the structure(s) adjacent to the site 50 years old or older?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d)	If the activity involves disturbing the soil, does the site have potential to contain archeological remains?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above:				
i. Date of letter to SHPO: October 18, 2018				
ii. Date of letter from SHPO: November 15, 2018				
2. <b>Floodplain Management:</b>		YES	NO	N/A
Applicability of 8 Step Process				
Insert Floodplain Zone & Panel number and attach copy of map:				
Zone: X Panel: 0776, dated 10/5/2017				
a)	Is the proposed activity considered a critical action, as defined in 24CFR 55.2(a)(2) (for example: acquisition, rehabilitation, homebuyer subsidy with substantial rehab)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• If yes, not allowed in floodways and coastal high hazard areas.				
i.	If yes, is it located in zones As, Vs, B, C or shaded X?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes to "i", have you attached the 8 step process and notices?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Is the proposed activity considered a non-critical action (not exempt per 55.12) located in a floodway or coastal high hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. If yes, the activity is allowed if it's a functionally dependent use or designed for location in the CHHA area, and the 8 step process is undertaken and documented.				
c)	Is the proposed activity considered a non-critical action (not exempt per 55.12) located in zone As or Vs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Does the activity involve, acquisition, disposition, construction, or substantial improvements as defined in 55.2(b)(8)?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• If yes to "i", have you attached the 8 step process and notices?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Is the proposed activity considered a non-critical exempt action per 55.12, such as minor improvements on 1-4 family properties, disposition of 1-4 family properties, exempt activities per 58.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• If yes, the 8 step process does not apply.				
3. <b>Purchase of Flood Insurance:</b>		YES	NO	N/A
a)	Does the activity involve acquisition, construction or improvements including minor improvements to S/F properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Is the activity located in floodzones As or Vs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• If yes, mandatory flood insurance purchase requirements apply				
i.	Has the agency or applicable HES section been notified?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION I -- STATUTORY CHECKLIST

4. **Wetlands Protection:**

a) Will the activity have the potential to affect or be affected by a wetland?

YES

NO

N/A

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b) Does the activity involve construction?

YES

NO

N/A

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If yes to "a" and "b", the 8 step process must be implemented.
- Please insert:

proposed date of completion:

N/A

start date of process:

N/A
5. **Coastal Area Protection & Management:**

a) Does the Florida Clearinghouse letter for the project or activity state that the project or activity is consistent with the Florida Coastal Management Program?

YES

NO

N/A

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6. **Water Quality Sole Source Aquifers:**

a) Will the activity potentially affect ground water?

YES

NO

N/A

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If yes, the activity must be submitted to EPA Water Division for review;

Please insert:

DES' letter date:

N/A

EPA's response letter date:

N/A

7. **Endangered Species:**

a) Will the activity damage or destroy plant communities?

YES

NO

N/A

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b) Will the activity potentially impact critical habitats?

YES

NO

N/A

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c) Is there a possibility that the activity may affect one of the listed species?

YES

NO

N/A

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If yes to one of the above, was the FWS and/or ERM contacted?

Please insert:

Date of response letter:

N/A

Date of HES letter:

N/A

8. **Wild & Scenic Rivers:**

Will the project/activity site be located in or near the Loxahatchee River, potentially impacting it?

YES

NO

N/A

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9. **Air Quality:**

a) Will the activity have the potential to affect the surrounding air quality triggering the Clean Air Act?

YES

NO

N/A

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SECTION I -- STATUTORY CHECKLIST

b) For activities involving demolition, or renovation of residential properties of more than four (4) units: Has an asbestos survey been requested? ☐ ☒ ☐

Please insert:	Date of request or proposed request:	_____
	Name of HES employee responsible for the request:	_____

10. **Farmlands Protection:** YES NO N/A  
a) Will the activity site be located in or near an agricultural area? ☐ ☒ ☐

- For activities involving construction and change of use:

Please insert:	Future land use designation:	<u>N/A</u>
	Present land use designation:	<u>N/A</u>
	Present zoning:	<u>N/A</u>

11. **Manmade Hazards:**

11.1 **Noise:** YES NO N/A  
a) Is there a Rail Road within 3,000 feet of the activity? ☐ ☒ ☐  
b) Is there a "traffic street" (10,000+ ADT) within 1,000 feet? ☐ ☒ ☐  
c) Is there an Airport within 15 miles? ☒ ☐ ☐

- If yes for any of the above, prepare and attach a Noise Assessment for noise sensitive new activities; for all other activities, use HUD charts.

Please insert:	<u>&lt;65</u> DNL.
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d) Based on The Noise Guidebook (fig.3 pg. 2), please select the acceptability category:  
☒ Clearly Acceptable ☐ Clearly Unacceptable  
☐ Normally Acceptable ☐ Normally Unacceptable

Note: HUD assistance for the construction of new noise sensitive uses is prohibited generally for projects with Unacceptable noise exposures. HUD assistance for the construction of new noise sensitive uses is discouraged for projects with Normally Unacceptable noise exposures. For modernization projects located in Unacceptable noise zones, HUD shall strongly encourage conversion of noise-exposed sites to land uses compatible with the high noise levels. For substantial rehab projects in the Normally Unacceptable and Unacceptable noise zones, HUD actively seeks to have project sponsors incorporate noise attenuation features, given the extent of rehabilitation being undertaken.

e) If applicable, what types of mitigation measures are recommended for this activity?  
The activity is demolition of a S/F structure, any noise will be of a limited duration, therefore, mitigation measures are not required.

SECTION I -- STATUTORY CHECKLIST

11.2 Runway Clear Zones, Clear Zones, and Accident Potential Zones and Notification:

	YES	NO	N/A
a) Is the activity site located within part of any of the listed zones? Note: HUD's general policy is not to provide assistance to activities covered by 24CFR 51.302, with some exceptions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) If the proposed activity, located in the listed zones, is one which will not be frequently used or occupied by people, has the airport operator been contacted to determine the existence of any plans to purchase the land involved with the activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) If the proposed activity, located in the listed zones, only involves the sale, purchase, or rental of an existing property without significantly prolonging the physical or economic life of the property:			
i. Has the buyer/renter been notified in writing of the activity location, its implications, and the possibility of the airport operator of acquiring such property at a later date?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Has the buyer/renter signed a statement acknowledging receipt of this information?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11.3 Thermal and Explosive Hazards:

	YES	NO	N/A
a) Does the activity involve the development, construction, rehabilitation, modernization or conversion intended for residential, institutional, recreational, commercial or industrial use?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Are there any above ground storage tanks (ASTs) of more than 100 gallons within 1 mile of the site that contain explosive or flammable liquids?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) If yes for "a" & "b", calculate the acceptable separation distance (ASD) using HUD's Guidebook "Siting of HUD-Assisted Projects Near Hazardous Facilities" (for rehabilitation/modernization, do calculations only if increasing the number of individuals subjected to potential hazard), and insert your findings:			

Please insert:  
**The activity involves demolition of an existing residential structure and will not increase the number of people exposed to hazardous operations by increasing residential densities. Therefore, the activity is not subject to 24 CFR 51.201 and an ASD calculation and evaluation are not required.**

SECTION I -- STATUTORY CHECKLIST

11.4 Toxic Sites	YES	NO	N/A
a) Does the activity involve demolition in a slum/blighted area to eliminate blight and no further use of federal funds is planned?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• If yes, no further analysis under Toxic Sites is needed.			
b) 1. Does the activity involve rehabilitation of residential structures (1-4 units)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the activity involve demolition/replacement of a S/F housing unit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• If yes to "b.1" or "b.2", please respond to the following:			
i. Do any of the following Federal and State government record systems list the property within the circumference of the area noted below:			
• National Priorities List -- within 1.0 mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• CERCLIS List -- within 0.5 mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• RCRA TSD Facilities -- within 0.5mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Petroleum Cleanup Sites -- within 0.5 mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Registered Storage Tanks -- within 0.5 mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Registered Facilities with multiple sites -- within 0.5 mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Solid Wastes Sites -- within 0.5 mile?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Is the property located in a predominantly residential area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii. Is the property adjoining a commercial or industrial area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Is the property adjoining any of the following: gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, waste treatment, storage, disposal, processing, or recycling facility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v. Based on the above, is it necessary to conduct a Phase I Environmental Site Assessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the activity involve any of the followings: acquisition, disposition or long term leasing of real property; public facilities and improvements; infrastructure improvements; purchase of playground equipment; rehabilitation of residential or non-residential structures; or new construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• If yes, has this activity been submitted to Facilities for preparation of a Phase I Environmental Site Assessment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, please insert	Date of request: N/A
	Date of response: N/A

If not, please explain: N/A
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SECTION I -- STATUTORY CHECKLIST

	YES	NO	N/A
12. <b>Environmental Justice:</b>			
a) Does the proposed activity site or surrounding neighborhood suffer from adverse environmental effects? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Will the proposed activity create or aggravate existing environmental impacts? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) If there are environmental impacts, will low income and minority populations be more impacted than the general population as a whole from this activity? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) List the factors considered in making this determination: <div>N/A</div>			
e) If applicable, list the steps taken to avoid or mitigate identified disproportionate adverse effects: <div>N/A</div>			
13. <b>Coastal Barriers</b>			
a) Is the activity located in a Coastal Barrier Island? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. <b>Water Quality:</b>			
a) Does the activity have the potential to negatively impact the quality of surface water in Palm Beach County? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. <b>Solid Waste Disposal:</b>			
a) Is the activity site located in or near hazardous waste sites that do not meet EPA criteria within Palm Beach County? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Will the proposed activity be serviced by a solid waste disposal system? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. <b>Fish and Wildlife:</b>			
Will the project/activity site be located in or near a fish or wildlife refuge? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. <b>Wellfield Protection Ordinance:</b>			
Is the project/activity site located within a "zone of influence" as identified within the County's Wellfield Protection Ordinance? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SECTION II -- ENVIRONMENTAL ASSESSMENT CHECKLIST

1. Conformance with Comprehensive Plans and Zoning, Land Use Compatibility, and Urban Impact:

	YES	NO	N/A
a) Is the activity in conformance with comprehensive plans and local zoning codes? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• If no, has the applicable paperwork been initiated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div>What are the land uses adjacent to the proposed activity? <u>Residential</u></div>			
b) Does the activity have a positive impact on the urban environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div>Briefly describe the activity's impact: <u>Removal of a blighted structure on a spot basis.</u></div>			

2. Slope, Erosion, and Soil Suitability:

	YES	NO	N/A
a) Due to the elevation and topography of Palm Beach County, HES has determined that none of the activities will take place in areas with steep slopes. Is this statement correct for the activity reviewed? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the activity involve development of an erosion sensitive area (on a sandy or silty soil)? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• If yes, are erosion control measures included? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does this activity require extensive removal of vegetation? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) For activities involving construction/development:			
i. Will the activity be located within an area with suitable soil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div>List soil type(s): <u>N/A</u></div>			
ii. Will the activity site be located within an area with muck soil? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, are mitigation measures included? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div><u>N/A</u></div>			

SECTION II -- ENVIRONMENTAL ASSESSMENT CHECKLIST

3. Hazards and Nuisances, Including Site Safety:

a) Is the activity subject to site hazards, including but not limited to inadequate street lighting, lack of access for emergency vehicles, hazardous waste dumps, uncontrolled access to lakes and canals, and facilities handling chemicals and/or petrochemicals of an explosive or fire prone nature?

YES

NO

N/A

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b) Is the activity subject to traffic circulation conflicts, or other road related unsafe patterns?

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c) Is the activity subject to natural hazards such as floods, hurricanes and tornadoes?

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d) Is the activity subject to nuisances from odors, vibrations, unsightly areas, air pollution?

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e) Does the activity contribute to create or aggravate existing hazards and nuisances?

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f) Are the problems and hazards to public health and safety addressed in local plans or regulated by local codes?

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4. Energy Consumption:

a) For activities involving construction and rehabilitation, has the activity considered the incorporation of energy saving measures such as installation, window design, and placement, lighting, heating, and cooling and hot water systems?

YES

NO

N/A

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b) Are community energy supplies adequate to accommodate the energy consumption of the activity?

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c) Is the location of the activity in close proximity to transit, shopping, services and employment locations?

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5. Effects of Ambient Noise on Activities and Contribution to Community Noise Levels:

a) Will the activity be exposed to noise levels which exceed HUD's standards and guidelines?

YES

NO

N/A

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If yes, what kind of mitigation measures are proposed for the activity?

N/A

b) Will the activity contribute to community noise levels?

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If yes, what kind of mitigation measures are proposed for the activity?

The noise generated by the activity, demolition of a residential structure, will be temporary.

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SECTION II -- ENVIRONMENTAL ASSESSMENT CHECKLIST

6.	<b><u>Air Quality:</u></b>	YES	NO	N/A
a)	Have air quality violations been registered for Palm Beach County? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Will the activity exacerbate air quality problems in the area? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Does the surrounding air quality negatively impact the activity? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	<b><u>Visual Quality -- Coherence, Diversity, Compatible Use, and Scale:</u></b>	YES	NO	N/A
a)	Will the activity adversely affect the aesthetic image of the surrounding area? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Is the proposed design integrated with the area in which it is located? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	<b><u>Historic, Cultural, and Archeological Resources:</u></b>	YES	NO	N/A
a)	Has the activity site been evaluated for its historic, cultural, and archeological resources, if applicable? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	<b><u>Demographic/Community Character Changes:</u></b>	YES	NO	N/A
a)	Will the activity substantially change the income, racial, ethnic, or age distribution of the neighborhood or community? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Will the proposed activity destroy or harm any community institution, such as a neighborhood church? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Does the proposed activity result in the isolation of a particular neighborhood or population group? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	Will the proposed activity severely alter residential, commercial or industrial uses? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	<b><u>Displacement:</u></b>	YES	NO	N/A
a)	Will the activity directly displace individuals or families? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Will the activity destroy or relocate existing jobs, facilities, services, or business enterprises or create or attract any of the same so as to indirectly result in the immigration or emigration of individuals and families? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Are relocation funds available for families, individuals or businesses who may be directly displaced? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION II -- ENVIRONMENTAL ASSESSMENT CHECKLIST

11. **Employment and Income Patterns:**

a) Will the activity significantly increase employment opportunities?

b) Will the activity significantly decrease employment opportunities?

c) Will the activity create conditions favorable to commercial, industrial, or institutional operation or development?

d) Will the activity create conditions unfavorable to commercial, industrial, or institutional operation or development?

12. **Adequacy and Accessibility of Educational Facilities, Commercial Facilities, Healthcare, and Social Services:**

Does the activity location provide for adequate and accessible:

a) Educational facilities?

b) Commercial facilities?

c) Healthcare services?

d) Social services?

13. **Solid Waste, Wastewater, Stormwater, and Water Supply:**

Does the activity location provide for adequate and accessible:

a) Solid waste disposal services?

b) Wastewater services?

c) Storm water services?

d) Water supply services?

14. **Public Safety -- Police, Fire, and Emergency Medical:**

Does the activity location provide for adequate and accessible:

a) Police protection services?

b) Fire protection services?

c) Emergency medical services?

SECTION II -- ENVIRONMENTAL ASSESSMENT CHECKLIST

15. **Open Space, Recreation, and Cultural Facilities:**

	YES	NO	N/A
Does the activity location provide for adequate and accessible:			
a) Open space? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Recreational facilities? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Cultural facilities? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. **Transportation:**

	YES	NO	N/A
Does the activity location provide for adequate and accessible transportation services including sidewalks, roadways, and off-street parking facilities? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. **Water Resources and Surface Waters:**

	YES	NO	N/A
Does the activity affect the surrounding environment in terms of water resources and surface water (e.g. erosion, increased runoff, increased drainage), to the extent of requiring mitigation measures and project modification? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

18. **Floodplains:**

	YES	NO	N/A
Has the activity been examined for its potential impact on floodplains? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

19. **Wetlands and Coastal Zones:**

	YES	NO	N/A
Has the activity been examined for its potential impact on wetlands and coastal zone areas? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

20. **Unique Natural Features, Agricultural Lands, and Vegetation and Wildlife:**

	YES	NO	N/A
a) Is the activity located near a unique natural feature? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) If applicable, does the activity adversely impact, destroy, or isolate a unique natural feature, or does the unique nature feature pose a safety hazard for the proposed project/activity? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the activity have an impact on agricultural lands? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Does the activity have an adverse impact on unique species of plant or animal life? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## SUMMARY OF FINDINGS AND CONCLUSIONS

This Environmental Review (ER) Checklist covers only the demolition of a single-family residential structure under the NSP-2 Demolition and Removal of SF Residential Structures Program. The structure is located at 3760 Serubi Avenue, Palm Springs, FL 33461 and was built in 1953. A letter dated November 15, 2018 from the State Historic Preservation Office (SHPO) stated that it was their opinion that the building does not meet the criteria for listing in the National Register and as such, the proposed demolition will not affect historic properties.

The site is located in Flood Zone X, Panel #0776, dated 10/5/2017. The purchase of flood insurance is not required for this activity.

The activity site will not impact any wetlands at or within the vicinity of the single-family structure.

The entire State of Florida is located within the jurisdiction of the Coastal Zone Management Program and the project was reviewed for consistency when submitted to the State Clearinghouse as part of the program application.

The activity will not affect endangered species, the Biscayne Aquifer or Sole Source Aquifer, or the Wild and Scenic Loxahatchee River. The activity site is not located within a Wellfield Protection Zone of Influence.

The activity site is not located adjacent to an agricultural area. Therefore, the activity will not result in a change of land use that may affect farmland. The residential structure is in an existing developed area and therefore does not include farmland of local importance, pursuant to Condition B.

The activity is the demolition of existing S/F structure, therefore, consideration and analysis of noise findings for the property with respect to location being within within 3,000 feet of a railroad and within 1,000 feet of a major roadway was not undertaken. The property is located within 15 miles of the Palm Beach International Airport (PBLA) and Palm Beach County Park (Lantana) Airport. However, the structure is not located within a runway clear zone and demolition will not be affected by noise emanating from either airport. A temporary/limited increase in noise will be generated during demolition activities. If construction of a new structure(s) will take place at this site, a new environmental review is required to be completed, and will include a site DNL calculation and to follow HUD Noise Guidelines.

The activity involves demolition of existing single-family structure and will not increase the number of people exposed to hazardous operations by increasing residential densities. Therefore, the activity is not subject to 24 CFR 51.201 and an ASD calculation and evaluation are not required.

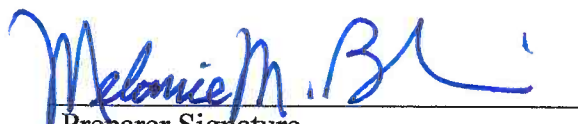

As the activity does not involve rehabilitation of a residential structure(s) or demolition/replacement of a residential structure(s), an analysis of the surrounding area is not required. Demolition of the structure will eliminate blight on a spot basis within the Village of Palm Springs, and no further use of federal funds is planned.

A review of the FDEP Cleanup Contamination Locator database and maps, and the PBC myGeoNav Site with selected Environmental Map layers activated indicates that the activity site is not located near

SUMMARY OF FINDINGS AND CONCLUSIONS

hazardous sites that do not meet Florida and EPA criteria within PBC.

The activity is in compliance with HUD’s environmental requirements as it relates to the demolition of a single-family residential structure under the NSP-2 within the PBC URA Demolition Program. Funds may be committed and drawn-down for this activity.

 Preparer Signature	Melanie Borkowski, Regulatory Specialist, HES Name and Title	January 30, 2019 Date
 Responsible Entity Official Signature	Jonathan Brown, Director, HES Title	2/5/19 Date

G:\ENVIRON ERRS\ERR Checklists\NSP-2 Demolition\2018-19\Palm Springs\3760 Serubi Avenue\Site Strategy Checklist 15-20.doc



**Subject:** FW: FL State Clearinghouse Review of HES FY 2018-2019 Action Plan

**From:** Melanie Borkowski

**Sent:** Thursday, August 16, 2018 2:48 PM

**To:** Michael Sklar <MSklar@pbcgov.org>; Clement Clarke <CCClarke@pbcgov.org>; Sheila Brown A. <SABrown@pbcgov.org>; Elizabeth Jo Miller <EJmiller@pbcgov.org>; Pam Nolan <PNolan@pbcgov.org>

**Cc:** Jonathan Brown <JBrown2@pbcgov.org>; Sherry Howard <SHoward@pbcgov.org>; Carlos Serrano <CSerrano@pbcgov.org>

**Subject:** FL State Clearinghouse Review of HES FY 2018-2019 Action Plan

All,

This afternoon I spoke to Chris Stahl at the State Clearinghouse regarding clarification of Chris's response, dated 8/6/18 below highlighted in yellow, as it was more brief than HES typically receives.

The Clearinghouse has "reviewed" the project/FY18-19 AP and has Not selected the project/AP for review. Further, HES may proceed with implementing the AP and should not expect additional correspondence.

Thanks

Melanie Borkowski, CIEC

Regulatory Specialist

Housing & Economic Sustainability

100 Australian Avenue, Suite 500

West Palm Beach, FL 33406

phone: 561/233-3687 fax: 561/656-7570

email: [mborkows@pbcgov.org](mailto:mborkows@pbcgov.org)



*DES Mission Statement...*

*"To advance a high quality of life for Palm Beach County residents through Housing, Public Services, Infrastructure Improvements & Economic Development."*

-----Original Message-----

From: Stahl, Chris <[Chris.Stahl@dep.state.fl.us](mailto:Chris.Stahl@dep.state.fl.us)>

Sent: Monday, August 6, 2018 10:32 AM

To: Michael Sklar <[MSklar@pbcgov.org](mailto:MSklar@pbcgov.org)>

Cc: Jonathan Brown <[JBrown2@pbcgov.org](mailto:JBrown2@pbcgov.org)>; Sherry Howard <[SHoward@pbcgov.org](mailto:SHoward@pbcgov.org)>; Carlos Serrano <[CSerrano@pbcgov.org](mailto:CSerrano@pbcgov.org)>; Melanie Borkowski <[MBorkows@pbcgov.org](mailto:MBorkows@pbcgov.org)>; State\_Clearinghouse <[State.Clearinghouse@dep.state.fl.us](mailto:State.Clearinghouse@dep.state.fl.us)>

Subject: RE: FY 2018-2019 Action Plan

While it is covered by EO 12372, the Florida State Clearinghouse does not select the project for review. You may proceed with your project.

Please send future electronic requests directly to the State Clearinghouse email address, [State.Clearinghouse@dep.state.fl.us](mailto:State.Clearinghouse@dep.state.fl.us).

Good Luck.

Chris Stahl

Chris Stahl, Coordinator  
Florida State Clearinghouse  
Florida Department of Environmental Protection  
2600 Blair Stone Road, M.S. 47  
Tallahassee, FL 32399-2400  
ph. (850) 717-9076  
State.Clearinghouse@dep.state.fl.us



## Melanie Borkowski

---

**From:** Stephanie Heidt <sheidt@tcrpc.org>  
**Sent:** Friday, September 21, 2018 2:22 PM  
**To:** Melanie Borkowski  
**Subject:** RE: Palm Beach County Action Plan for Fiscal Year 2018-2019  
**Attachments:** PBC\_Action\_Plan.pdf

Melanie,

Here is the report approved by Council. There were no changes made to the draft previously sent.

Have a great weekend!

**Stephanie Heidt, AICP**  
*Intergovernmental/Brownfields Coordinator*  
**Treasure Coast Regional Planning Council**  
772.221.4060 Office  
772.475.3863 Cell  
[sheidt@tcrpc.org](mailto:sheidt@tcrpc.org)



---

**From:** Melanie Borkowski [mailto:MBorkows@pbcgov.org]  
**Sent:** Thursday, September 20, 2018 9:05 AM  
**To:** Stephanie Heidt  
**Subject:** RE: Palm Beach County Action Plan for Fiscal Year 2018-2019

Stephanie,  
Council Board meeting scheduled for 9/21: you will provide HES with AP approval for our records?  
thanks

**Melanie Borkowski, CIEC**  
**Regulatory Specialist**  
**Housing & Economic Sustainability**  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406  
phone: 561/233-3687 fax: 561/656-7570  
email: [mborkows@pbcgov.org](mailto:mborkows@pbcgov.org)



**DES Mission Statement...**

*"To advance a high quality of life for Palm Beach County residents through Housing, Public Services, Infrastructure Improvements & Economic Development."*

---

**From:** Stephanie Heidt <sheidt@tcrpc.org>  
**Sent:** Wednesday, August 29, 2018 2:20 PM  
**To:** Michael Sklar <MSklar@pbcgov.org>



Cc: Jonathan Brown <JBrown2@pbcgov.org>; Sherry Howard <SHoward@pbcgov.org>; Carlos Serrano <CSerrano@pbcgov.org>; Melanie Borkowski <MBorkows@pbcgov.org>

**Subject:** Palm Beach County Action Plan for Fiscal Year 2018-2019

Council staff has conducted a preliminary review of your organization's project and has found the proposed project has no adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

Attached please find the draft comments and, if any, correspondence from affected agencies. A copy of Council's review comments and correspondence from any affected agencies should be attached to your application to the funding agency.

Final comments as approved by the Regional Planning Council will be made available to you after the next scheduled meeting of the Council Board on September 21, 2018.

**Stephanie Heidt, AICP**

*Intergovernmental/Brownfields Coordinator*

**Treasure Coast Regional Planning Council**

772.221.4060 Office

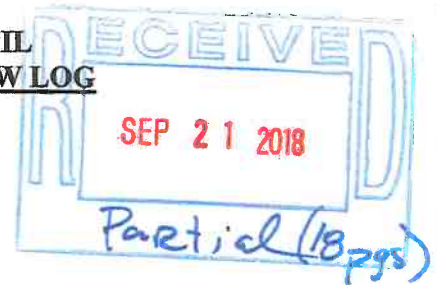
772.475.3863 Cell

[sheidt@tcrpc.org](mailto:sheidt@tcrpc.org)

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**TREASURE COAST REGIONAL PLANNING COUNCIL  
INTERGOVERNMENTAL COORDINATION AND REVIEW LOG**



**TCRPC Number:** 18-PB-08-01  
**Applicant:** Palm Beach County  
**Project Description:** Action Plan for FY 2018-2019

The Palm Beach County Department of Housing & Economic Sustainability has prepared its Action Plan for Fiscal Year 2018-2019. This plan is required annually by the U.S. Department of Housing and Urban Development for all jurisdictions eligible for funding under Community Development Block Grant (CDBG), HOME Investment Partnerships, and Emergency Solutions Grant (ESG) programs.

The Action Plan identifies nine projects, within which 44 activities will be funded by the CDBG, HOME, and ESG programs throughout the county (see attached Project Summary). The projects include code enforcement, public facilities, public infrastructure, public services, economic development, homeless assistance activities, housing related activities, rapid re-housing, and administrative and planning costs needed to undertake the activities. The plan indicates all activities identified will be completed within one to three years.

Palm Beach County expects to receive \$547,562,194 from local, Federal and State funding to complement the CDBG, ESG, and HOME funds, which it expects to have available during FY 2018-2019. These funds will be used to undertake community development activities related to providing assistance to the homeless, disabled and underserved population, and those having special needs. Funds will also be used for housing rehabilitation, economic development initiatives, and infrastructure improvements.

**Funding Agency:** U.S. Department of Housing and Urban Development

**Federal Allocation:** \$6,442,365 CDBG Program  
2,340,834 HOME Program  
524,079 ESG Program  
10,000 CDBG Program Income  
\$ 9,317,278 Total

**Recommendations:** No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

**Agencies Contacted:** All Palm Beach County Local Governments

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

Agenda Item #:

5C-5

SAT MCB 7-0

AGENDA ITEM SUMMARY

R-2018- 1061

Meeting Date: July 10, 2018 [ ] Consent [X] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Department of Housing and Economic Sustainability

(~261  
pgs.)  
partial

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: A) Adopt: a Resolution approving the Palm Beach County Action Plan for Fiscal Year 2018-2019; authorizing the County Administrator, or designee, to execute Standard Forms 424 and Certifications for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs; and funding agreements, amendments thereto, and other documents necessary for implementation of CDBG, HOME, and ESG activities; and B) Approve conditions to certain CDBG funded capital projects as specified in Attachment 4 hereto.

**Summary:** At the April 24, 2018 Workshop (Agenda Item 4B), the Board of County Commissioners (BCC) conceptually approved program funding strategies for the CDBG and HOME Programs for Fiscal Year 2018-2019. At the time of the Workshop, the Department of Housing and Urban Development (HUD) had not issued the projected municipal award amounts, so we used the current year's program allocations as our guide. During the Workshop, we advised the BCC that approximately \$890,000 in CDBG funds were to be determined. As part of the proposed final Action Plan (AP), we have identified \$890,000 in County capital projects, as well as other CDBG eligible projects.

In May 2018, HUD issued the funding notifications for each municipality, and Palm Beach County has received a funding increase in each program. HUD has allocated \$6,442,365 in CDBG funds (10.6% increase), \$2,340,834 in HOME funds (43.8% increase), and \$524,079 in ESG funds (1.0% increase) for FY 2018-2019. The AP funding recommendations are consistent with the strategies presented to the BCC on April 24, 2018, which include utilizing the pro-rata share formula for CDBG funding allocations to municipalities. The AP also allocates CDBG funds needed to fill budget gaps in several existing CDBG capital projects in order to complete those projects and meet the expenditure and National Objective requirements of the U.S. Department of Housing and Urban Development (HUD). CDBG allocations total \$6,442,365 plus program income of \$10,000 (Attachment 4). Several CDBG funded capital projects include conditions that must be met by municipal sub-recipients (i.e. City of Pahokee's-Pahokee Gymnasium, Village of Palm Springs-Foxtail Palm Park, City of South Bay-Tanner and Cox Parks). HOME allocations total \$2,340,834 (Attachment 5). The AP also incorporates the ESG funding recommendations made by the Homeless and Housing Alliance (HHA). ESG allocations total \$524,079. The HHA Non-Conflict Grant Review Committee met on April 23, 2018 and recommended ESG funding for five (5) activities (Attachment 6). Any revisions directed by the Board today will be incorporated into the Action Plan before submittal to HUD by the August 16, 2018 deadline. The ESG required local match (\$524,079) will be provided by the four (4) ESG-funded agencies, the Department of Community Services, and the Department of Housing and Economic Sustainability (HES). The HOME required local match (\$497,428) will be provided from the State Housing Initiatives Partnership Program. CDBG funds require no local match. This Agenda Item will approve a total of \$9,307,278 in federal funding. Countywide (JB)

**Background and Justification:** Continued on Page 3

**Attachment(s):**

1. Resolution
2. Standard Forms 424 for CDBG, ESG, and HOME Programs
3. Certifications
4. CDBG Allocations
5. HOME Allocations
6. ESG Allocations
7. Summary of Citizen Participation Process and Public Comments
8. Palm Beach County Action Plan for Fiscal Year 2018-2019

Recommended By: Jonathan Brown  
Department Director

6/28/18  
Date

Approved By: Corey Johnson  
Assistant County Administrator

7/3/18  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	10,413,785				
External Revenues	(9,804,706)				
Program Income	(10,000)				
In-Kind Match (County)	(490,398)				
NET FISCAL IMPACT	108,681				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
---	-----	--	--	--	--

Is Item Included in Project Budget? Yes X No       
 Does this Item include the use of Federal funds? Yes X No     

Budget Account No.:

Fund various Dept 143 Unit various Object various Program Code/Period various

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this Agenda Item will appropriate \$10,413,785 to Palm Beach County Department of Housing and Economic Sustainability for the following programs: CDBG: \$6,442,365 (plus program income of \$10,000); ESG: \$524,079; and HOME: \$2,340,834. The \$10,000 will be provided by CDBG program income earnings. A required \$497,428 HOME match will be provided by 2018-2019 State SHIP funds (Fund 1100) and a \$490,398 required in-kind match will be provided by ESG sub-recipient agencies. The \$108,681 net fiscal impact represents the Department of Community Services (\$98,577) and the Department of Housing and Economic Sustainability (\$10,104). An agenda item will be submitted to reconcile the 2018-2019 budget to the funding levels approved by HUD.

C. Departmental Fiscal Review: Shairrette Major  
 Shairrette Major/Fiscal Manager II

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Ponce 6/18/18  
 OFMB

J. J. Dasher 6/28/18  
 Contract Development and Control  
 6/28/18 TD

### B. Legal Sufficiency:

James Brubaker 7/3/18  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

**Background and Justification:** (continued from Page 1)

24 CFR Part 91 requires the County to administer CDBG, HOME and ESG Programs in a single program year via the AP and submission to HUD no later than August 16<sup>th</sup> of each year. Failure to meet the deadline will result in loss of all funds for the upcoming year. HES prepared the AP in compliance with HUD regulations at 24 CFR Part 91. A summary of the draft AP and notice of this meeting were published on June 10, 2018 and posted on the HES website, with direct notification provided to all known interested parties. Two (2) public meetings to obtain citizen input on the AP were held on June 18 and 19, 2018 with one (1) meeting each in the eastern and western regions of the county. A summary of the citizen participation process and public comments is provided (Attachment 7). Approval of the AP for Fiscal Year 2018-2019 will complete the consolidated planning process.



A RESOLUTION APPROVING THE PALM BEACH COUNTY ACTION PLAN FOR FISCAL YEAR 2018-2019; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE STANDARD FORMS 424 AND CERTIFICATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENTS PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS; AND FUNDING AGREEMENTS, AMENDMENTS THERETO, AND OTHER DOCUMENTS NECESSARY FOR IMPLMEMNTATION OF CDBG, HOME, AND ESG ACTIVITIES.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), through Final Rule 24 CFR Part 91, published on January 5, 1995, consolidated into a single submission the planning and application aspects of the Community Development Block Grant (CDBG), the Emergency Solutions Grant (ESG), and the HOME Investment Partnerships (HOME) Programs, to be administered on a single consolidated program year; and

WHEREAS, 24 CFR Part 91 requires that Palm Beach County submit an Action Plan yearly to receive its formula grants; and

WHEREAS, 24 CFR Part 91 and the HUD Miami Area Office require that the Action Plan be duly authorized by the governing body of Palm Beach County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

The Palm Beach County Action Plan for FY 2018-2019 is approved;

The County Administrator, or designee, is authorized to execute Standard Forms 424 and Certifications for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs; and funding agreements, amendments thereto, and other documents necessary for implementation of CDBG, HOME, and ESG activities.

The foregoing Resolution was offered by Commissioner Abrams, who moved its adoption. The motion was seconded by Commissioner Bernard, and being put to a vote, the vote was as follows:

Commissioner Melissa McKinlay, Mayor	- <u>Aye</u>
Commissioner Mack Bernard, Vice Mayor	- <u>Aye</u>
Commissioner Hal R. Valeche	- <u>Aye</u>
Commissioner Paulette Burdick	- <u>Aye</u>
Commissioner Dave Kerner	- <u>Absent</u>
Commissioner Steven L. Abrams	- <u>Aye</u>
Commissioner Mary Lou Berger	- <u>Aye</u>

The Mayor thereupon declared the Resolution duly passed and adopted this 10th day of July, 2018.


PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

ATTEST: SHARON R. BOCK  
CLERK & COMPTROLLER

By: James Brako  
James Brako  
Assistant County Attorney

By: Sharon R. Bock  
Deputy Clerk





## FLORIDA DEPARTMENT of STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

Melanie Borkowski  
Regulatory Specialist  
Palm Beach County Department of Housing and Economic Sustainability  
100 Australian Avenue  
West Palm Beach, Florida 33406

November 15, 2018

RE: DHR Project File No.: 2018-5374, Received by DHR: October 22, 2018  
Project: *HUD-CDBG Demolition: 3760 Serubi Avenue, Palm Springs, Florida 33461*  
County: Palm Beach

Ms. Borkowski:

The Florida State Historic Preservation Officer reviewed the referenced project for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*. The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties.

It is the opinion of this office that the subject historic property, 3760 Serubi Avenue, Palm Springs, Florida 33461, does not appear to be eligible for listing in the *National Register of Historic Places*. Therefore the proposed project will have no effect on historic properties listed, or eligible for listing, in the *National Register of Historic Places*.

However, as the project involves the demolition of the structure at 3760 Serubi Avenue, Palm Springs, Florida 33461 our office requests that Palm Beach County complete and submit a copy of the Florida Master Site File Historical Structure Form, current archival quality photographs (digital is acceptable if it meets our requirements) and a location map for this property. A copy of the Historical Structure Form and digital photograph requirements can be downloaded at <https://dos.myflorida.com/historical/preservation/master-site-file/documents-forms/>. This information will assist our office in maintaining a current record of this historic property.

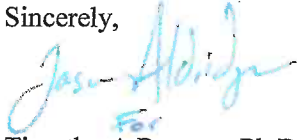
Division of Historical Resources  
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399  
850.245.6300 • 850.245.6436 (Fax) FLHeritage.com



Melanie Borkowski  
DHR Project File No.: 2018-5374  
November 15, 2018  
Page 2

If you have any questions, please contact Corey Lentz, Historic Sites Specialist, by email at [Corey.Lentz@dos.myflorida.com](mailto:Corey.Lentz@dos.myflorida.com), or by telephone at 850.245.6339 or 800.847.7278.

Sincerely,



Timothy A Parsons, Ph.D.  
Director, Division of Historical Resources  
& State Historic Preservation Officer

Division of Historical Resources  
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399  
850.245.6300 • 850.245.6436 (Fax) [FLHeritage.com](http://FLHeritage.com)







October 18, 2018

**Department of  
Housing & Economic  
Sustainability**

Strategic Planning

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

[discover.pbcgov.org/hes](http://discover.pbcgov.org/hes)

**Palm Beach County  
Board of County  
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

Mr. Timothy Parsons, PhD., Director  
Division of Historical Resources  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399-0250

RE: Structure Proposed for Demolition in Palm Springs, FL  
PBC Community Development Block Grant (CDBG)

Dear Mr. Parsons:

Palm Beach County proposes to demolish one (1) structure within the municipal boundaries of the Village of Palm Springs. The structure was constructed prior to 1968 but is not listed on the National Register of Historical Places.

The attached list provides the following for *a structure*: address of the structure, a location map, detailed justification of the activity with a description of the surrounding areas, and photographs of up to four sides of the structure along with streetscape views of the property.

A written determination of whether or not the structure may be architectural and/or historically significant is requested.

If you have questions with regards to this matter, contact me at (561) 233-3687 or at [mborkows@pbcgov.org](mailto:mborkows@pbcgov.org).

Sincerely,

A handwritten signature in blue ink that reads "Melanie M. Borkowski".

Melanie Borkowski  
Regulatory Specialist

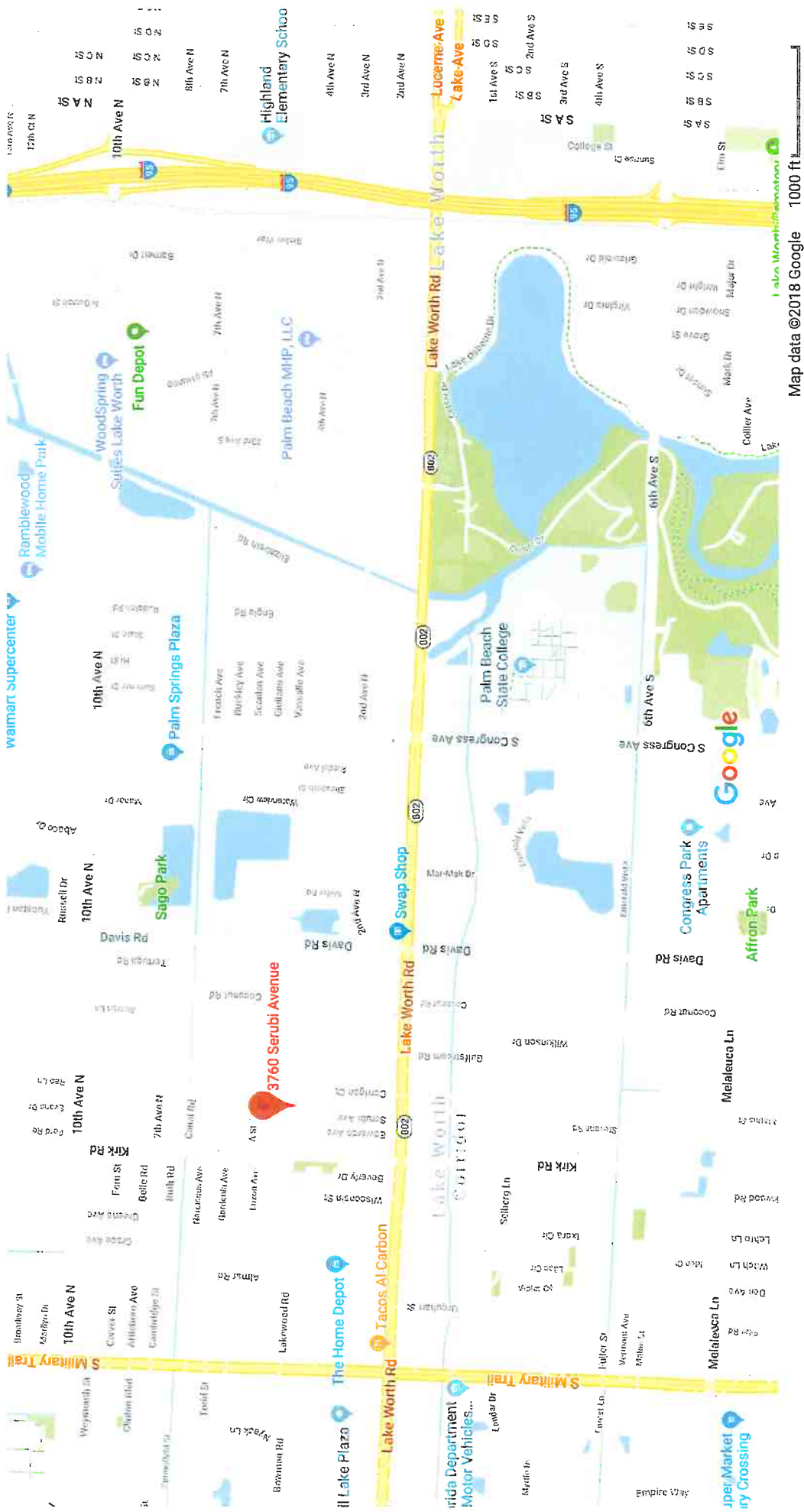
CDBG Demo ER FY 2018-19\SHPO Ltr Single-Site Palm Springs

## **STRUCTURE PROPOSED FOR DEMOLITION**

### **VILLAGE OF PALM SPRINGS**

- 1) Owner: Colin & Migel Coppin  
Address: 3760 Serubi Avenue  
Palm Springs, FL 33461  
Constructed: 1953  
PCN: 70-43-44-19-17-000-0150  
Flood Zone: X, FIRM Panel 0776, dated 10/5/2017

3760 Serubi Ave



Property Detail

Location Address	3760 SERUBI AVE		
Municipality	PALM SPRINGS		
Parcel Control Number	70-43-44-19-17-000-0150		
Subdivision	SERUBI COURT RESUB OF TR 65 IN		
Official Records Book	22900	Page	996
Sale Date	AUG-2008		
Legal Description	SERUBI COURT LT 15		

Owner Information

Owners	Mailing address
COPPIN COLIN S & COPPIN MIGEL E COLIN S & MIGEL E COPPIN TR TITL HLDERS COPPIN COLIN ST TR COPPIN MIGEL E TR	3760 SERUBI AVE PALM SPRINGS FL 33461 4020

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
AUG-2008	\$10	22900 / 00996	QUIT CLAIM	COPPIN COLIN S &
FEB-2003	\$10	14864 / 00137	QUIT CLAIM	COPPIN COLIN S &
APR-2002	\$44,000	13600 / 01452	WARRANTY DEED	COPPIN COLIN S
JUN-1987	\$34,900	05328 / 01497	WARRANTY DEED	

Exemption Information

Applicant/Owner	Year	Detail
COPPIN COLIN S & COPPIN MIGEL E	2018 2018	HOMESTEAD HOMESTEAD

Property Information

Number of Units	1
*Total Square Feet	1063
Acres	0.24
Use Code	0100 - SINGLE FAMILY
Zoning	RM - Multi-Family ( 70-PALM SPRINGS )

Appraisals

Tax Year	2017	2016	2015
Improvement Value	\$47,052	\$41,993	\$42,816
Land Value	\$43,953	\$33,810	\$29,400
Total Market Value	\$91,005	\$75,803	\$72,216

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2017	2016	2015
Assessed Value	\$45,110	\$44,182	\$43,875
Exemption Amount	\$25,000	\$25,000	\$25,000
Taxable Value	\$20,110	\$19,182	\$18,875

Taxes

Tax Year	2017	2016	2015
Ad Valorem	\$422	\$418	\$424
Non Ad Valorem	\$407	\$404	\$366
Total tax	\$829	\$822	\$790

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER [www.pbcgov.org/PAPA](http://www.pbcgov.org/PAPA)

Property Information

Owner Name: COPPIN COLIN S

Parcel Control Number: 70-43-44-19-17-000-0150

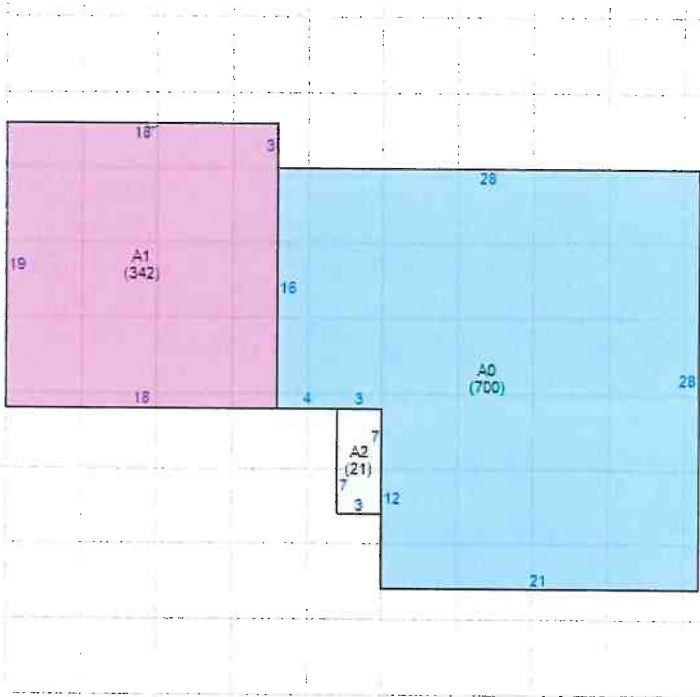
Location Address: 3760 SERUBI AVE

Structural Details

Structural Element for Building 1

1. Exterior Wall 1	ASB. SHG.
2. Year Built	1953
3. Air Condition Desc.	NO HTG/AC
4. Heat Type	NONE
5. Heat Fuel	NONE
6. Bed Rooms	0
7. Full Baths	1
8. Half Baths	0
9. Exterior Wall 2	N/A
10. Roof Structure	GABLE/HIP
11. Roof Cover	ASPH/COMP. SHG.
12. Interior Wall 1	DRYWALL
13. Interior Wall 2	N/A
14. Floor Type 1	HARDWD/PARQUET
15. Floor Type 2	N/A
16. Stories	1

Sketch for Building 1



Subarea and Sq. Footage for Building 1

Code Description	Sq. Footage
BAS Base Area	700
FOP Finished Open Porch	21
UST Unfinished Storage	342
Total Square Footage :	1063
Total Area Under Air :	700

Extra Feature

Description	Year Built	Units
No Extra Feature Available		

Land Details

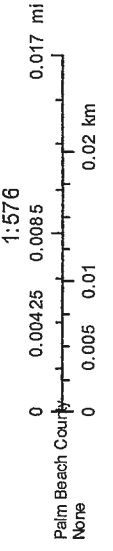
Land Line #	Description	Zoning	Units	Acres
1.	SFR	RM	1	0





Created by: Palm Beach County May 2, 2018

70-43-44-19-17-000-0150

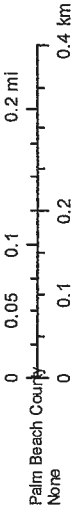




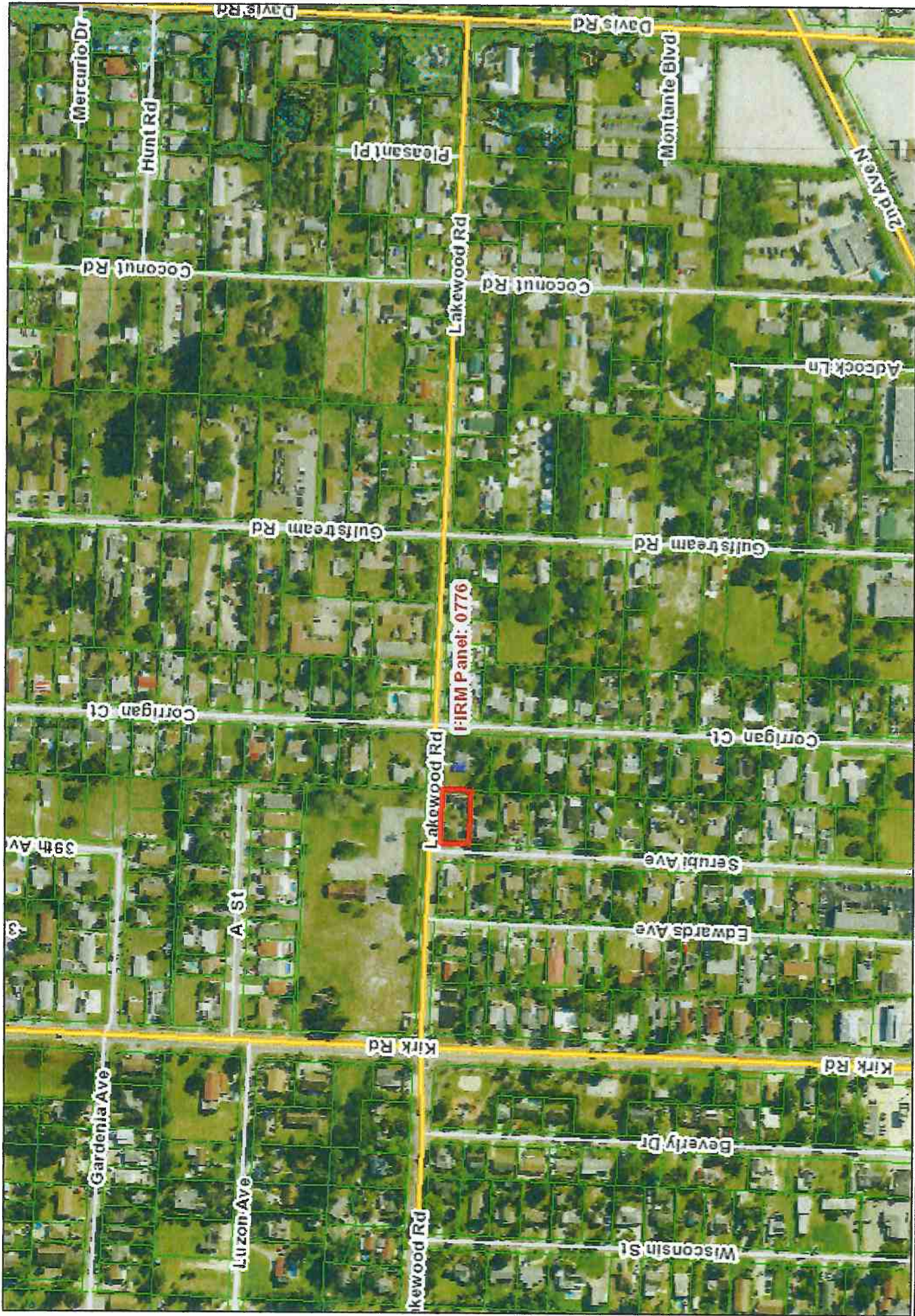


70-43-44-19-17-000-0150

1:9,028

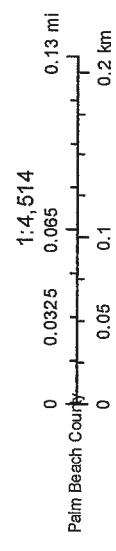






Created by: Palm Beach County May 2, 2018

70-43-44-19-17-000-0150














Legend

Roads

-  Florida's Turnpike
-  I-95
-  Major Roads
-  Minor Roads

PS - Flood Zone

-  X500
-  A
-  AE
-  AH
-  AO
-  VE
-  D
-  X
-  X Protected By Levee

Flood Insurance Rate Map Panels (FIRM)

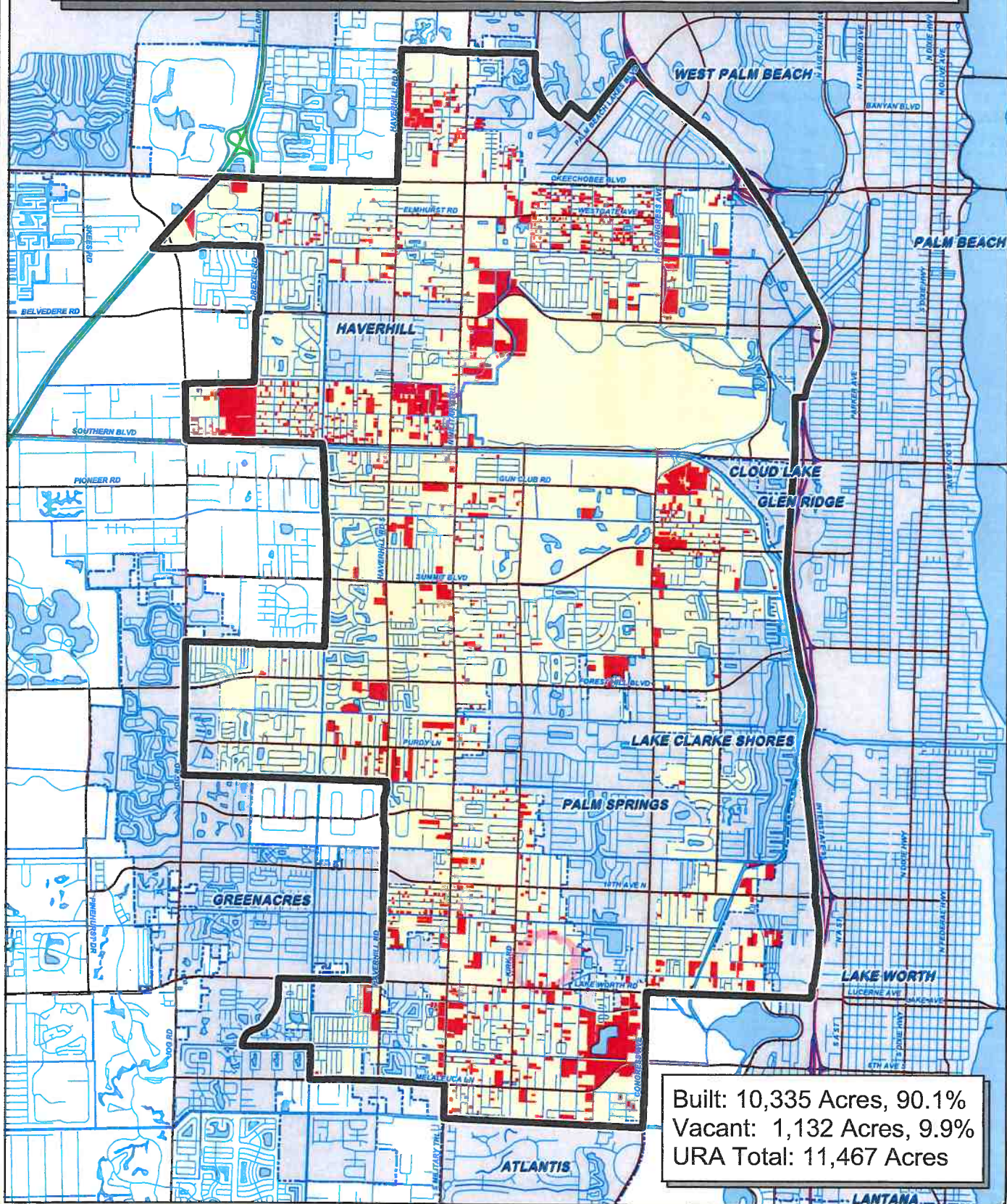


Parcels



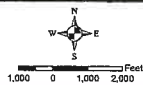
# Urban Redevelopment Area (URA)

## Unincorporated PBC Built and Vacant Lands



Built: 10,335 Acres, 90.1%  
 Vacant: 1,132 Acres, 9.9%  
 URA Total: 11,467 Acres

Revision Date: 11/09/04  
 Contact: Patricia Behn  
 Filename: N:\Div\Planning\Study\URA\_01\Vac\_8.5x11.mxd  
 Source: InfilCoreXLU.shp, through Jan 04  
 Note: Map is not official, for presentations purposes only.



- Built
- Vacant
- Municipalities
- Urban Redevelopment Area

- Roads
- Interstate 95
- Florida's TPK
- Secondary
- Tertiary

Planning, Zoning  
 & Building  
 100 Australian Avenue  
 West Palm Beach, FL 33406  
 Phone (561) 233-5300







U.S. Fish and Wildlife Service

# National Wetlands Inventory



3760 Serubi Ave.



January 28, 2019

## Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

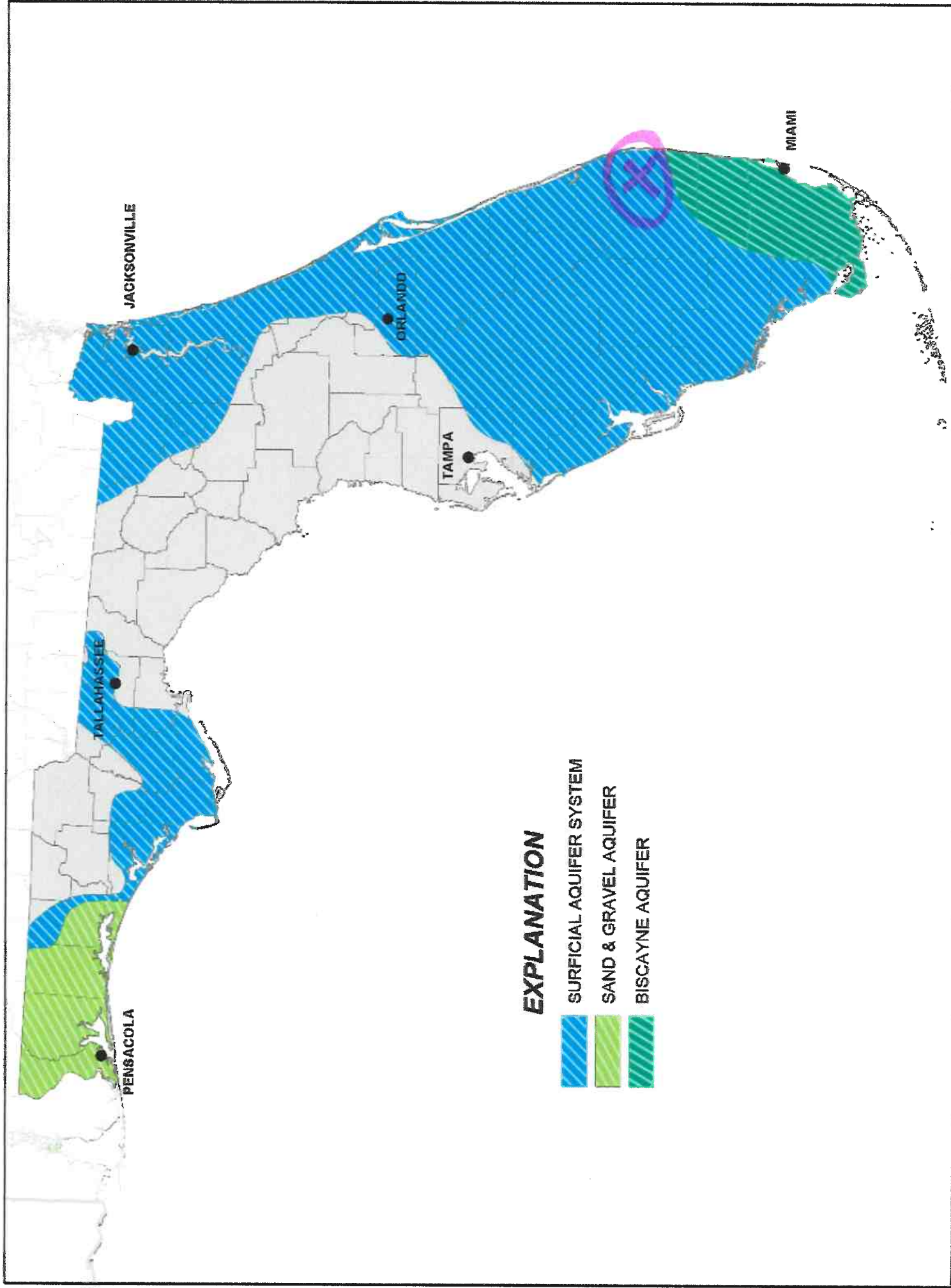
Lake

Other




Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.





**EXPLANATION**

-  SURFICIAL AQUIFER SYSTEM
-  SAND & GRAVEL AQUIFER
-  BISCAYNE AQUIFER



# Wild and Scenic Loxahatchee River

Figure 3 - Northwest Fork of Loxahatchee River Wild and Scenic Boundaries  
2010 Loxahatchee River National Wild and Scenic River Management Plan

Air Quality Index Report

Geographic Area: Palm Beach County, FL  
Summary: by County  
Year: 2018 (Annual statistics for 2018 are not final until May 1, 2019)

		Number of Days when Air Quality was...					AQI Statistics			Number of Days when AQI Pollutant was...					
County	# Days with AQI	Good	Moderate	Unhealthy for Sensitive Groups	Unhealthy	Very Unhealthy	Maximum	90th Percentile	Median	CO	NO2	O3	SO2	PM2.5	PM10
Palm Beach County, FL	273	223	50	.	.	.	91	55	40	.	.	140	.	118	15

Get detailed information about this report, including column descriptions, at <https://www.epa.gov/outdoor-air-quality-data/about-air-data-reports#aqi>

AirData reports are produced from a direct query of the AQS Data Mart. The data represent the best and most recent information available to EPA from state agencies. However, some values may be absent due to incomplete reporting, and some values may change due to quality assurance activities. The AQS database is updated by state, local, and tribal organizations who own and submit the data.

Readers are cautioned not to rank order geographic areas based on AirData reports. Air pollution levels measured at a particular monitoring site are not necessarily representative of the air quality for an entire county or urban area.



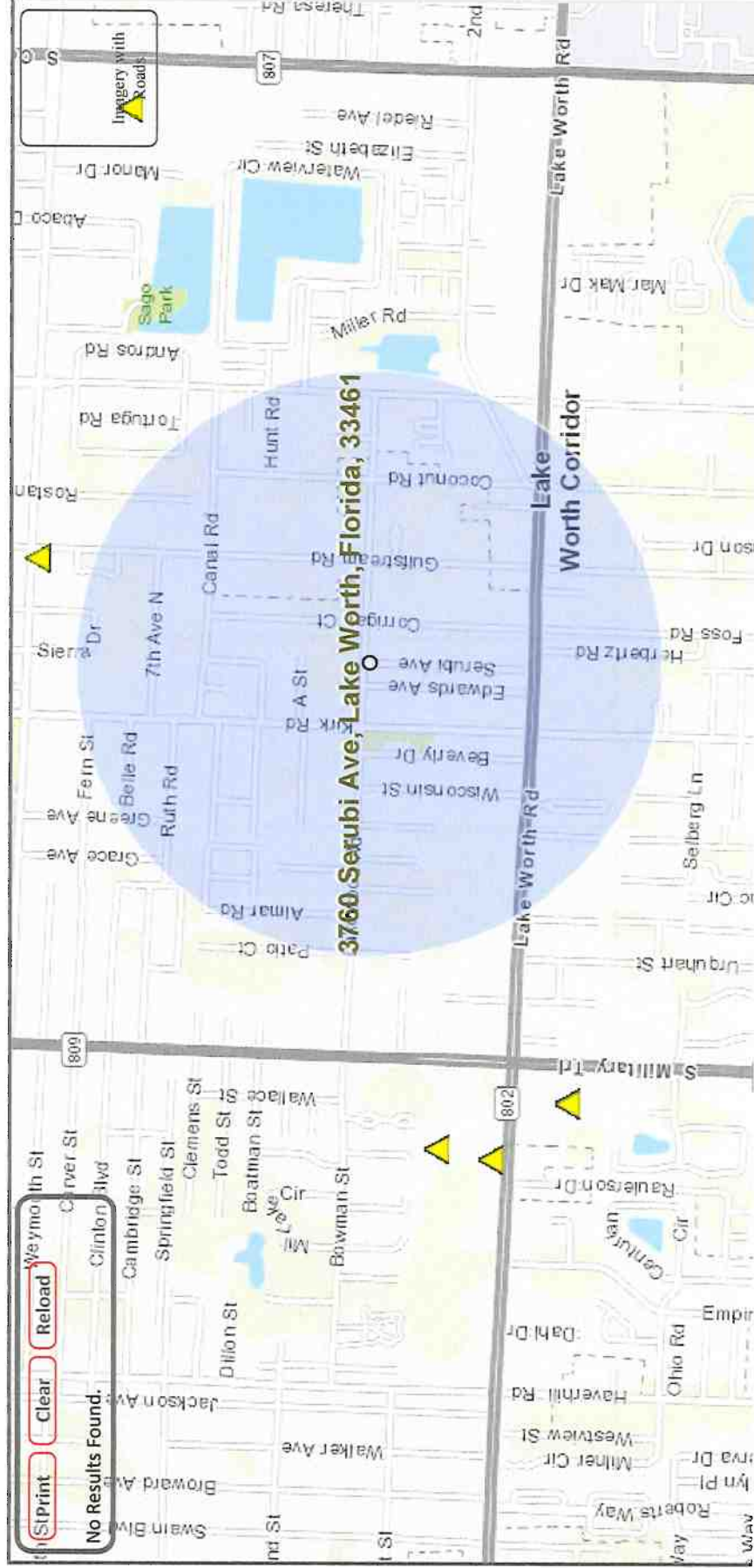


# CONTAMINATION LOCATOR MAP

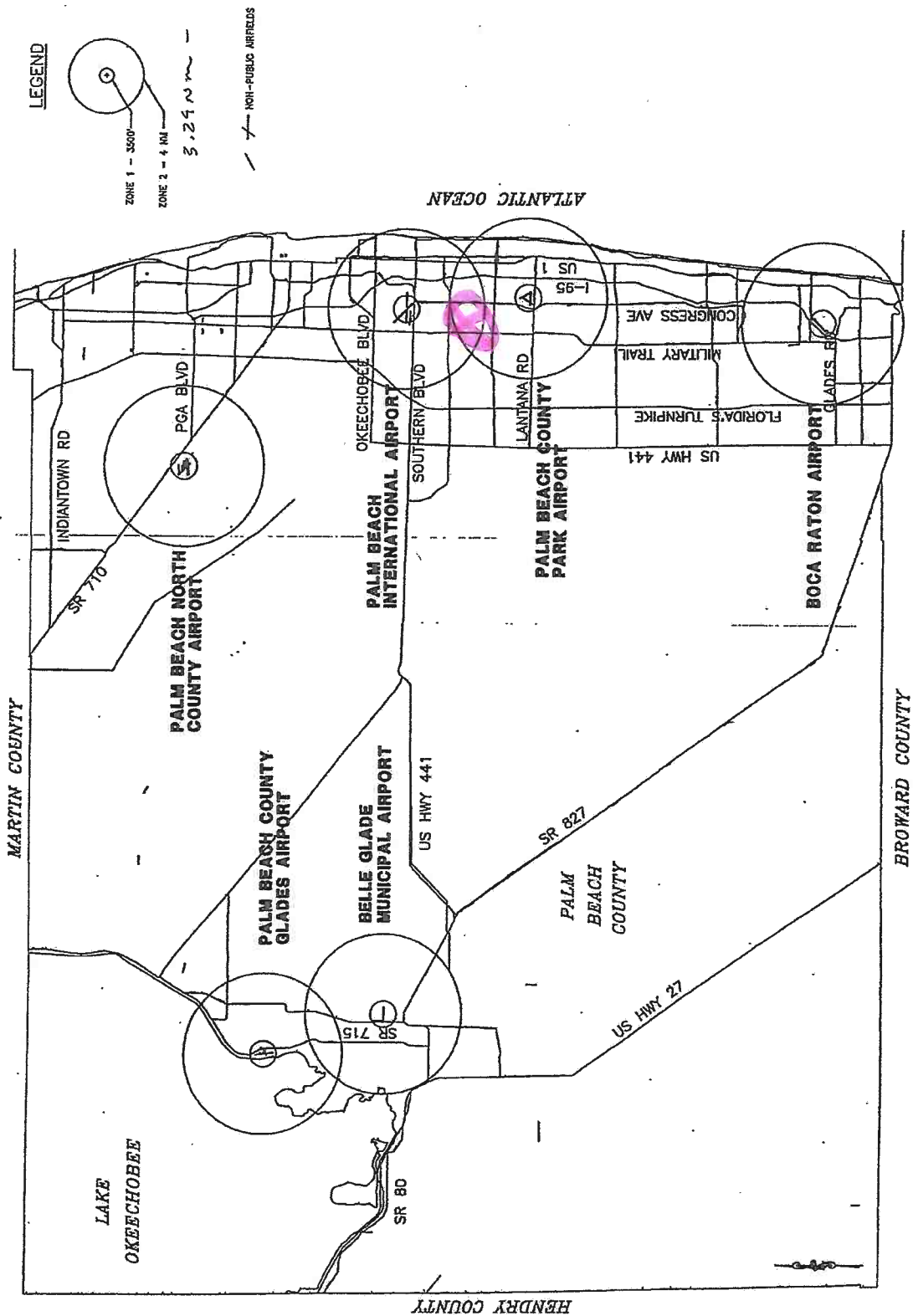
## Florida DEP

**Search Criteria:** Sites within 1/2 mile of 3760 Serubi Avenue, Palm Springs, FL 33461. Cleanup types:  Brownfields  Other Waste Cleanup

For further information, please call the Waste Cleanup Hotline at (866)282-0787. If you wish to search again, please [click here](#)



# **APPENDIX 1** **AIRSPACE NOTIFICATION MAP** SCALE: 1"=25000' FEBRUARY 1996







**MAP CM 1.1**  
**Coastal Resources**  
**in Palm Beach County**

- ARTIFICIAL REEF
- OFFSHORE REEF
- NEARSHORE REEF
- ESTUARINE SYSTEM
- BEACHES AND SHORES

SOURCE:  
PBC Dept. of Environmental  
Resources Management, 2012  
Last Amended in Revised 132 by Ord. 2015-028



**PALM BEACH COUNTY**  
**COMPREHENSIVE PLAN**  
**MAP SERIES**

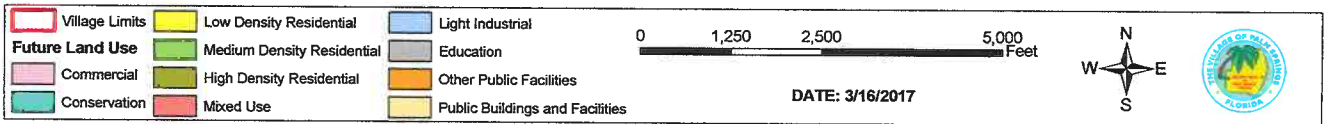
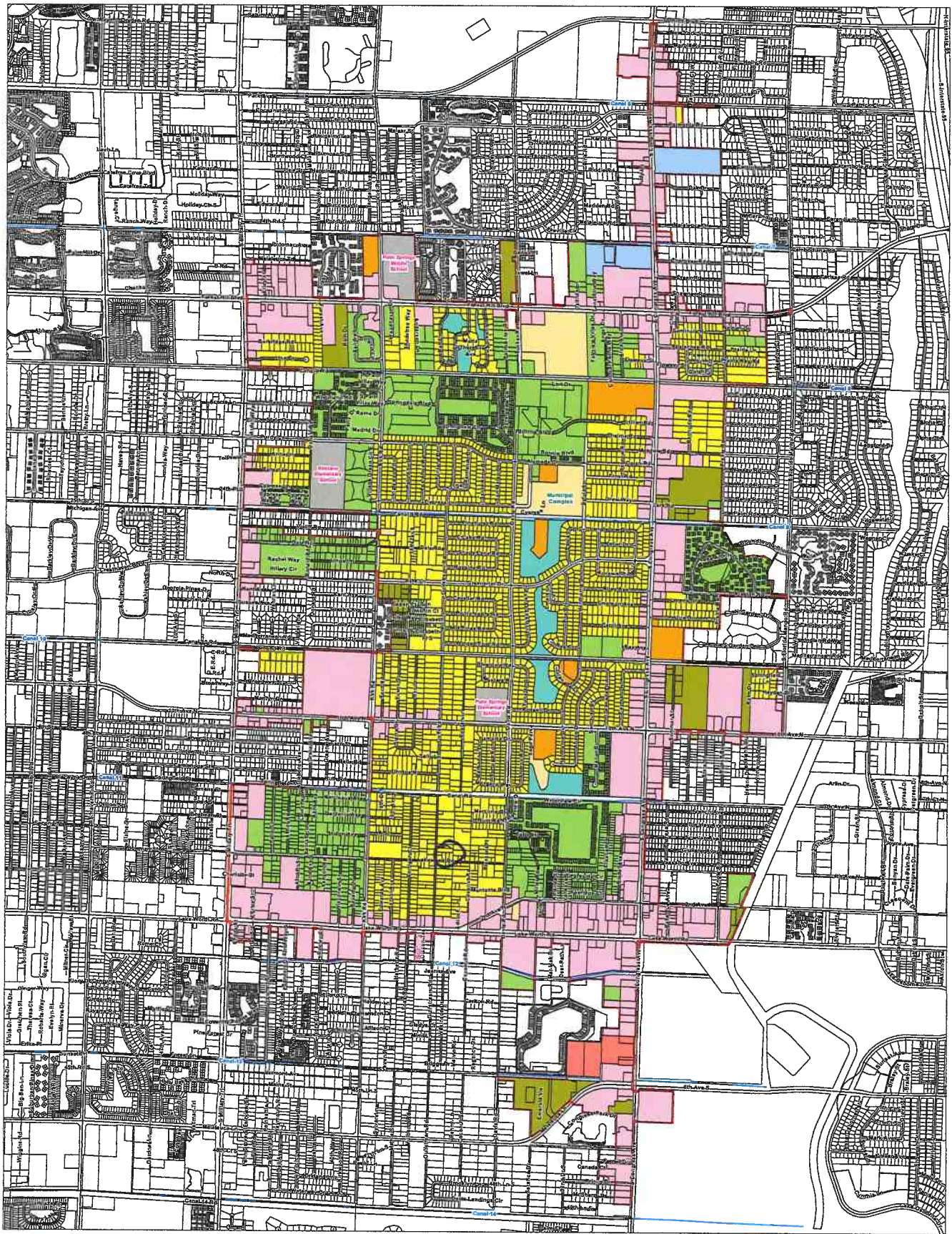


Effective Date: 11/28/2013  
Title: CM 1.1 Map Series  
Contact: PBC Planning Dept.



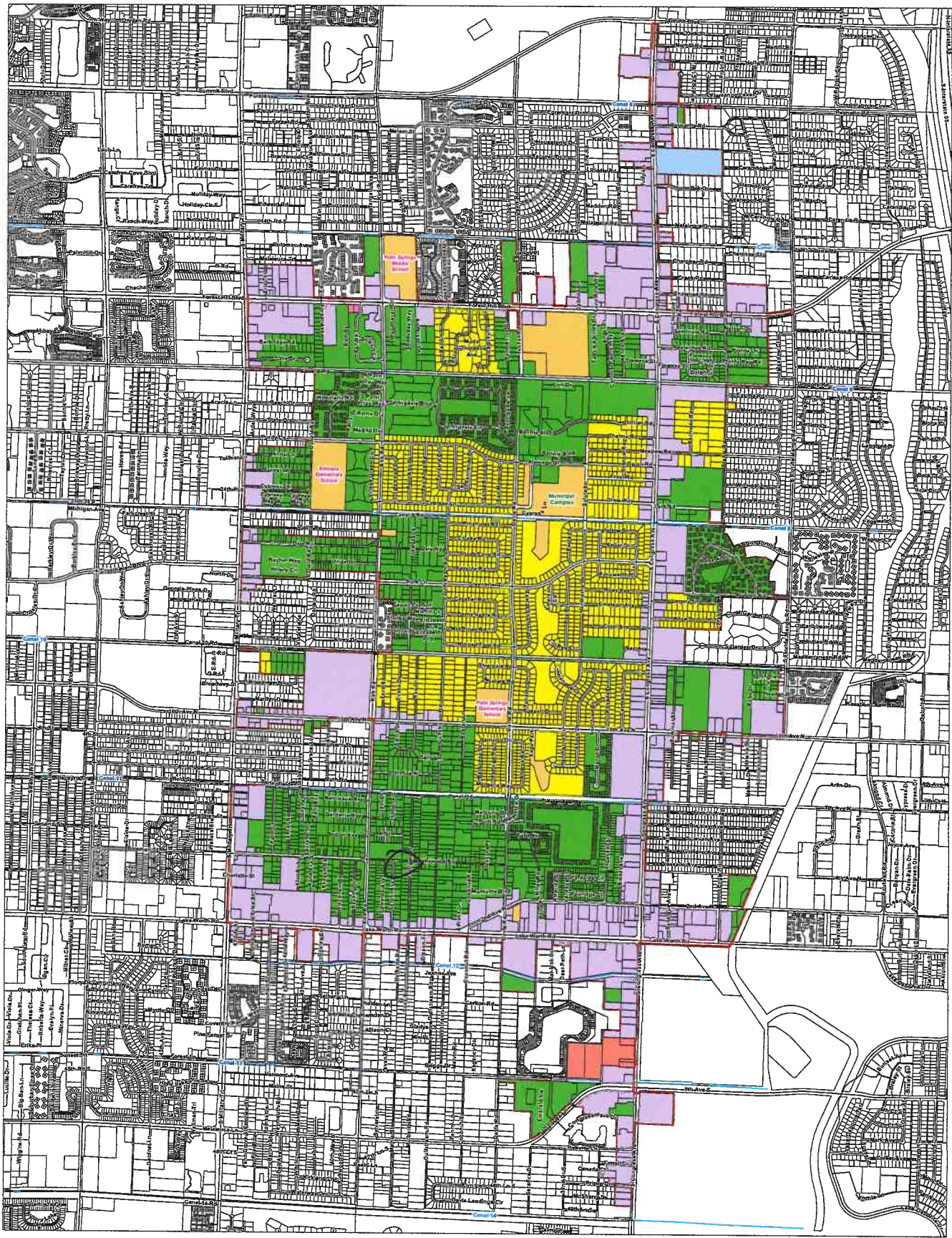
# VILLAGE OF PALM SPRINGS

## FUTURE LAND USE





VILLAGE OF PALM SPRINGS  
ZONING



Village Limits

CN (Commercial Neighborhood)

RS (Residential Single-Family)

CG (Commercial General)

RM (Residential Multiple-Family)

MU (Mixed Use)

LI (Light Industrial)

G (Government)

0125025005000

Feet

N

W

E

S

DATE: 3/16/2017  
3760 Scribbi Ave. O



**PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY**  
**ENVIRONMENTAL REVIEW REQUEST**

**1. REQUESTING AGENCY NAME**

PBCo H.E.S./CIREIS Section

**2. CONTACT PERSON**

Name: Tessa Wattley

Date: 11/01/18

**3. CONTACT INFORMATION**

E-Mail: [TWattley@pbcgov.org](mailto:TWattley@pbcgov.org)

Phone: 233 3610

**4. HOMEOWNER / HOMEBUYER / PROJECT NAME**

Colin & Migel Coppin Replacement House - Demolition Project

**5. FUNDING SOURCE : NOTE Funding Changed from CDBG to NSP2**

☐ CDBG ☐ HOME ☐ DRI ☐ NSP1 ☒ NSP2 ☐ Other: \_\_\_\_\_

**6. ACTIVITY TYPE**

☐ Direct Homeownership Assistance/Subsidy to the homebuyer for:

☐ S/F New construction

☐ S/F Acquisition with ☐ minor Rehab ☐ major rehab

☐ S/F Acquisition

☐ Residential New Construction:

☐ 1-4 units

☐ 5+ units

☐ Housing Rehabilitation:

☐ Residential: ☐ 1-4 units ☐ 5+ units

☐ Non-residential conversion to residential

☐ Acquisition:

☐ Existing Residential Properties without Rehabilitation: Number of Units: \_\_\_\_\_

☐ Existing Residential Properties with Rehabilitation: Number of Units: \_\_\_\_\_

☐ Land Acquisition: Proposed Number of Units: \_\_\_\_\_

☐ Existing Non-Residential Structures for Conversion: Proposed Number of Units: \_\_\_\_\_

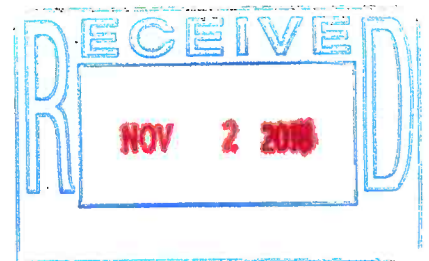
☐ Demolition:

☒ Existing Residential: ☐ 1-4 units ☐ 5+ units

☐ Non-residential

☐ Capital Improvements:

Specify: \_\_\_\_\_



**7. PROPERTY INFORMATION**

Property Address:	3760 Serubi Avenue, Palm Springs, FL 33461
Property Owner(s):	Colin & Migel Coppin
Property Control No:	70 43 44 19 17 000 0150
Property is:	<input type="checkbox"/> Vacant <input checked="" type="checkbox"/> *Owner occupied <input type="checkbox"/> Tenant occupied *Owners shall live in house until replacement house is complete. The depth of the property is such that the replacement house shall be constructed toward the front of the lot while the homeowners shall reside in the house at the rear of the lot while the replacement house is being constructed. Demolition of the house is not anticipated until early Fall.
Year Built:	1953 (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

**8. ENVIRONMENTAL PHASE 1 AUDIT:**

Has an environmental Phase I audit been conducted for the property?

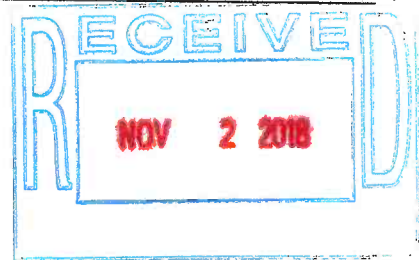
☒ No ☐ Yes (If yes, attach a copy of the report)

**9. FOR REHABILITATION PROJECTS:**

Describe the proposed rehabilitation work: N/A

**10. TYPE OF STRUCTURE:**

- ☒ Single Family  
☐ Multi Family Structure - Number of Units: \_\_\_\_  
☐ Commercial  
☐ Other - Specify: \_\_\_\_\_



**11. ZONING DESIGNATION AND COMPLIANCE:**

Zoning designation: RM

Does the structure comply with the applicable zoning requirements? ☒ Yes ☐ No

**12. UTILITIES:**

Is this property served by a water main? ☐ Yes ☒ No

Is this property presently served by a sewer line? ☐ Yes ☒ No

**REQUEST SUBMITTED BY:**

Tessa Wattley, Project Coordinator  
Name

A handwritten signature in blue ink, appearing to read "Tessa Wattley", written over the "Signature" label.

11/01/18  
Date

**PALM BEACH COUNTY      DEPARTMENT OF ECONOMIC SUSTAINABILITY**

**REHABILITATION JUSTIFICATION  
AND  
HISTORICAL BACKGROUND INFORMATION**

PROPERTY ADDRESS:	3760 Serubi Avenue, Palm Springs, FL 33461
PROPERTY OWNER(S):	Colin & Migel Coppin
YEAR BUILT:	1953

For structures built more than 50 years ago:

1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs.

The structure is in poor condition with broken and insecure windows, the roof covering is only felts, the exterior walls covering is asbestos shingles.

2. Provide information on any historical events or individuals known to be associated with the above stated property.

There is no evidence of historical events or individual associated with this property

3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings.

The property is not located in or near a potential historic district

ENVIRONMENTAL REVIEW REQUEST**1. REQUESTING AGENCY NAME**

PBCo H.E.S./CIREIS Section

**2. CONTACT PERSON**

Name:	David Schwarz	Date:	3/21/18
-------	---------------	-------	---------

**3. CONTACT INFORMATION**

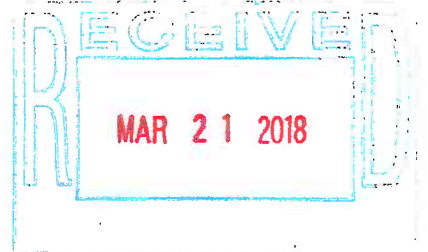
E-Mail:	dschwarz@pbcgov.org	Phone:	233 3631
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**4. HOMEOWNER / HOMEBUYER / PROJECT NAME**

Colin &amp; Migel Coppin Replacement House - Demolition Project

**5. FUNDING SOURCE**☒ CDBG ☐ HOME ☐ DRI ☐ NSP1 ☐ NSP2 ☐ Other: \_\_\_\_\_**6. ACTIVITY TYPE**☐ Direct Homeownership Assistance/Subsidy to the homebuyer for:☐ S/F New construction☐ S/F Acquisition with ☐ minor Rehab ☐ major rehab☐ S/F Acquisition☐ Residential New Construction:☐ 1-4 units☐ 5+ units☐ Housing Rehabilitation:☐ Residential: ☐ 1-4 units ☐ 5+ units☐ Non-residential conversion to residential☐ Acquisition:☐ Existing Residential Properties without Rehabilitation: Number of Units: \_\_\_\_\_☐ Existing Residential Properties with Rehabilitation: Number of Units: \_\_\_\_\_☐ Land Acquisition: Proposed Number of Units: \_\_\_\_\_☐ Existing Non-Residential Structures for Conversion: Proposed Number of Units: \_\_\_\_\_☐ Demolition:☒ Existing Residential: ☐ 1-4 units ☐ 5+ units☐ Non-residential☐ Capital Improvements:

Specify: \_\_\_\_\_

**7. PROPERTY INFORMATION**

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Year Built:	1953 (If the property was built more than 50 years ago, complete a Rehabilitation Justification and Historical Background Information form. Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form).

**8. ENVIRONMENTAL PHASE 1 AUDIT:**

Has an environmental Phase I audit been conducted for the property?

☒ No ☐ Yes (If yes, attach a copy of the report)

**10. TYPE OF STRUCTURE:**

- ☒ Single Family  
☐ Multi Family Structure - Number of Units: \_\_\_\_\_  
☐ Commercial  
☐ Other - Specify: \_\_\_\_\_

**11. ZONING DESIGNATION AND COMPLIANCE:**

Zoning designation: RM

Does the structure comply with the applicable zoning requirements? ☒ Yes ☐ No

**12. UTILITIES:**

- Is this property served by a water main? ☐ Yes ☒ No  
Is this property presently served by a sewer line? ☐ Yes ☒ No

**REQUEST SUBMITTED BY:**

*David A. Schwarz*

David Schwarz, Project Coordinator

Name

Signature

3/21/18

Date

**PALM BEACH COUNTY**

**DEPARTMENT OF ECONOMIC SUSTAINABILITY**

**REHABILITATION JUSTIFICATION**  
**AND**  
**HISTORICAL BACKGROUND INFORMATION**

PROPERTY ADDRESS:	3760 Serubi Avenue, Lake Worth, FL 33461
PROPERTY OWNER(S):	Colin & Migel Coppin
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**PHOTOGRAPHIC SURVEY**

PROPERTY OWNER:	3760 Serubi Avenue, Lake Worth, Fl. 33461
PROPERTY ADDRESS:	Colin & Migel Coppin
PHOTO DATE:	May 4, 2015

MAR 21 2018



INTERIOR PHOTO: Rainwater Damaged Ceiling



INTERIOR PHOTO: Deteriorated Sinking Floor Joists



PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	3760 Serubi Avenue, Lake Worth, Fl. 33461
PROPERTY ADDRESS:	Colin & Migel Coppin
PHOTO DATE:	May 4, 2015

MAR 21 2018



FRONT VIEW



LEFT SIDE VIEW

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	3760 Serubi Avenue, Lake Worth, Fl. 33461
PROPERTY ADDRESS:	Colin & Migel Coppin <span>MAR 21 2018</span>
PHOTO DATE:	May 4, 2015



RIGHT SIDE VIEW



REAR SIDE VIEW



PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	3760 Serubi Avenue, Lake Worth, Fl. 33461
PROPERTY ADDRESS:	Colin & Migel Coppin
PHOTO DATE:	March 21, 2018

MAR 21 2018



LEFT STREET VIEW



RIGHT STREET VIEW

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	3760 Serubi Avenue, Lake Worth, Fl. 33461
PROPERTY ADDRESS:	Colin & Migel Coppin
PHOTO DATE:	March 21, 2018

MAR 21 2018



LEFT ADJACENT PROPERTY VIEW



RIGHT ADJACENT PROPERTY VIEW



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

**ENVIRONMENTAL REVIEW REQUEST**

**1. REQUESTING AGENCY NAME**

PBCo H.E.S./CIREIS Section

**2. CONTACT PERSON**

Name: Tessa Wattley

Date: 11/01/18

**3. CONTACT INFORMATION**

E-Mail: [TWattley@pbcgov.org](mailto:TWattley@pbcgov.org)

Phone: 233 3610

**4. HOMEOWNER / HOMEBUYER / PROJECT NAME**

Colin & Migel Coppin Replacement House - Demolition Project

**5. FUNDING SOURCE : NOTE Funding Changed from CDBG to NSP2**

☐ CDBG ☐ HOME ☐ DRI ☐ NSP1 ☒ NSP2 ☐ Other: \_\_\_\_\_

**6. ACTIVITY TYPE**

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☐ S/F Acquisition with ☐ minor Rehab ☐ major rehab

☐ S/F Acquisition

☐ Residential New Construction:

☐ 1-4 units

☐ 5+ units

☐ Housing Rehabilitation:

☐ Residential: ☐ 1-4 units ☐ 5+ units

☐ Non-residential conversion to residential

☐ Acquisition:

☐ Existing Residential Properties without Rehabilitation: Number of Units: \_\_\_\_

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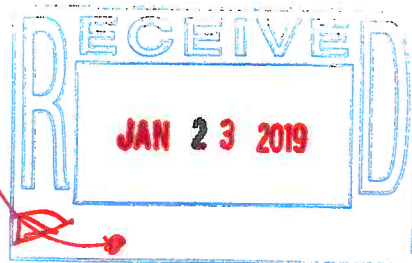
☐ Demolition:

☒ Existing Residential: ☐ 1-4 units ☐ 5+ units

☐ Non-residential

☐ Capital Improvements:

Specify: \_\_\_\_\_



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Has an environmental Phase I audit been conducted for the property?

☒ No ☐ Yes (If yes, attach a copy of the report)

**9. FOR REHABILITATION PROJECTS:**

Describe \_\_\_\_\_ the \_\_\_\_\_ proposed \_\_\_\_\_ rehabilitation  
work: N/A

**10. TYPE OF STRUCTURE:**

- ☒ Single Family  
☐ Multi Family Structure - Number of Units: \_\_\_\_\_  
☐ Commercial  
☐ Other - Specify: \_\_\_\_\_

**11. ZONING DESIGNATION AND COMPLIANCE:**

Zoning designation: RM

Does the structure comply with the applicable zoning requirements? ☒ Yes ☐ No

**12. UTILITIES:**

Is this property served by a water main? ☐ Yes ☒ No

Is this property presently served by a sewer line? ☐ Yes ☒ No

**REQUEST SUBMITTED BY:**

Tessa Wattley, Project Coordinator  
Name

  
Signature

11/01/18  
Date

**PALM BEACH COUNTY**

**DEPARTMENT OF ECONOMIC SUSTAINABILITY**

**REHABILITATION JUSTIFICATION  
AND  
HISTORICAL BACKGROUND INFORMATION**

PROPERTY ADDRESS:	3760 Serubi Avenue, Palm Springs, FL 33461
PROPERTY OWNER(S):	Colin & Migel Coppin
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3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings.

The property is not located in or near a potential historic district

**PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH  
AND DISPOSE OF A STRUCTURE  
FOR PROPERTIES WITH MORTGAGES OR LIENS**

We, Colin St. Clare Coppin and Migel Coppin, THE UNDERSIGNED, warrant to the DEPARTMENT of HOUSING & ECONOMIC SUSTAINABILITY (HES) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	Lot 15, SERUBI'S COURT, RE-SUBDIVISION OF Track 65, of the FRANK H. SWAN SUBDIVISION OF SECTION 19, Township 44 South, Range 42 East, according to the Plan of said resubdivision, recorded I Plat Book 22, Page 13, of the Public Records of Palm Beach County, Florida.
PROPERTY ADDRESS:	3760 Serubi Avenue, Lake Worth, Fl. 33461
PROPERTY CONTROL NUMBER:	70-43-44-19-17-000-0150 .
PROPERTY OWNER'S ADDRESS:	3760 Serubi Avenue, Lake Worth, Fl. 33461

I FURTHER WARRANT to HES, that there are outstanding mortgages or other liens upon the property described above and the improvements thereon located, that

I ALSO WARRANT to HES that the mortgagees and/or lien holders are Board of Palm Beach County Commissioners , and that I have obtained the written consent of each mortgagee and lien holder to demolish the above stated structure, and that I have provided HCD each such consent.

I HEREBY AUTHORIZE HES, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgements arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this 12<sup>th</sup> day of October, 2018.

**PROPERTY OWNER(S) OR AGENT\*:**

Name: Colin St. Clare Coppin

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

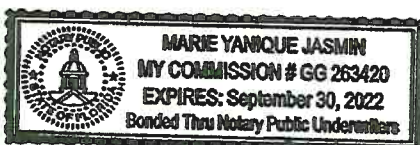
Name: Migel Coppin

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

\* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2018 by Colin St. Clare Coppin and Migel Coppin, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



Notary Signature: Marie Yanique Jasmin

Notary Name: MARIE YANIQUE JASMIN  
Notary Public - State of Florida

Notary Seal

Effective 3/21/18

# SECTION 13



**BID BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

**OMB Control Number: 9000-0045**  
**Expiration Date: 7/31/2019**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 25 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE

☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

# SECTION 14

**Payment Bond**  
**Section 232**

**U.S. Department of Housing  
and Urban Development**  
Office of Residential  
Care Facilities

OMB Approval No. 2502-0605  
(exp. 06/30/2017)

**Public reporting** burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

**Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

CONTRACTOR/PRINCIPAL (Name and Address):

LENDER (Name and Address):

OWNER (Name and Address):

SURETY (Name and Principal Place of Business):

PROJECT (Name, FHA Project Number and Location):

CONSTRUCTION CONTRACT:

Date:

Amount:

BOND:

Date:

Amount:

RIDERS TO THIS BOND: \_\_\_\_ Yes \_\_\_\_ No

This Payment Bond is issued simultaneously with a Performance Bond-Dual Obligee (**Performance Bond**) issued in connection with the Project. As used herein, "**Obligees**" shall mean Owner, Lender, Secretary of Housing and Urban Development ("**HUD**") and the additional obligee(s), if any, identified in a Rider to this Bond and "**Obligee**" shall mean any of the Obligees.

1. Contractor has entered into a Construction Contract with Owner for the construction of the Project ("**Contract**"), which as the same may now or hereafter be amended by change order or otherwise, is made a part hereof by reference.

2. Contractor and Surety, jointly and severally ("**Obligors**"), bind themselves, their heirs, executors, administrators, successors and assigns, to Obligees, for the use and benefit of Claimants as hereinafter defined in paragraph 3, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to pay for labor, materials and equipment furnished for use in the performance of the Contract. Any approved increase in the total Contract price shall increase the monetary obligation of Obligors accordingly.

3. A Claimant ("**Claimant**") is defined as one having a direct contract with Contractor or with a subcontractor of Contractor for labor, materials or equipment used in the performance of the Contract, including without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment was furnished.

4. This obligation shall be null and void if Contractor promptly makes payment to all Claimants for all labor, material, or equipment used in the performance of the Contract.

5. Contractor and Surety hereby jointly and severally agree with Obligees that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days after having last performed labor or last furnished materials or equipment, may sue on this Payment Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. No Obligee shall be liable for the payment of any costs or expenses of any such suit.

6. Surety shall have no obligation to Claimants under this Payment Bond unless:

a. Claimants, who do not have a direct contract with Contractor, have given notice to any two (2) of the above-named parties, those being Contractor, Owner or Surety, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed.

b. Any suit, action or proceeding brought by Claimants under this Payment Bond shall be instituted within one (1) year from the later of the date on which (i) Claimants gave the notice required by paragraph 6a, or (ii) the later of the date that Claimants either perform the last labor and/or service or furnish the last materials or equipment under the Contract. If this limitation is deemed to be in contravention of any controlling law, this provision of the Payment Bond is deemed amended so as to substitute the minimum period of limitation permitted by such controlling law for the above limitation.

7. The amount of this Payment Bond shall be reduced by any payment(s) made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens that may be filed of record against Project, whether or not the claim for the amount of such lien is presented under and against this Payment Bond. Notwithstanding the foregoing, no amounts paid without the written consent of Lender shall reduce the liability of Surety to Lender under this Payment Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Notice to Surety, Owner, or Contractor shall be served by mailing the same by registered mail or certified mail, postage prepaid, to the address shown on this Payment Bond or to such other address as may have been previously specified by the recipient in a notice given in accordance herewith.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness as to Contractor:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

SURETY:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

Project Name: \_\_\_\_\_  
FHA Project No.: \_\_\_\_\_

ADDITIONAL OBLIGEE RIDER

(Additional obligee only allowed with prior HUD approval.)

1. This Additional Obligee Rider is attached to and made a part of that certain Payment Bond, dated \_\_\_\_\_, 20\_\_ executed and delivered by \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, in favor of Obligees, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Payment Bond shall have the same meaning herein.

4. \_\_\_\_\_ is hereby added to the Payment Bond as an additional named Obligee.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 2 of the Payment Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness as to Contractor: CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

SURETY: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)



Project Name: \_\_\_\_\_  
FHA Project Number: \_\_\_\_\_

ADDITIONAL SURETY RIDER

(Additional surety only allowed with prior HUD approval.)

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1. This Additional Surety Rider is attached to and made a part of that certain Payment Bond, dated \_\_\_\_\_, 20\_\_ executed and delivered by \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, in favor of Obligees, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Payment Bond shall have the same meaning herein.

4. \_\_\_\_\_ (“**Additional Surety**”) is hereby added to the Payment Bond as an additional named Surety, and all references in the Payment Bond to “Surety” shall include the Additional Surety.

5. Each Surety and Additional Surety (collectively, “**Surety**”) is held and firmly bound, jointly and severally, onto Obligees. Further, each undersigned Surety binds itself in the aforesaid full sum jointly and severally, as well as severally, for the purpose of allowing joint action or singular action against any or all of them in the full amount of this Payment Bond and for all other purposes each Surety binds itself, jointly and severally with Contractor, for the payment of the full sums above stated.

6. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 2 of the Payment Bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness as to Contractor:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

SURETY

ADDITIONAL SURETY:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Names and Title (Printed)

\_\_\_\_\_  
Name and Title (Printed)

# SECTION 15

**Performance Bond -  
Dual Oblige**  
Section 232

**U.S. Department of Housing  
and Urban Development**  
Office of Residential  
Care Facilities

OMB Approval No. 2502-0605  
(exp. 06/30/2017)

**Public reporting** burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

**Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions

CONTRACTOR/PRINCIPAL (Name and Address):

OWNER (Name and Address):

LENDER (Name and Address):

SURETY (Name and Principal Place of Business):

PROJECT (Name, FHA Project Number and Location):

CONSTRUCTION CONTRACT:

Date:

Amount:

BOND:

Date:

Amount:

RIDERS TO THIS BOND: \_\_\_\_ Yes \_\_\_\_ No

This Performance Bond-Dual Oblige is issued simultaneously with a Payment Bond ("**Payment Bond**") issued with respect to the Project. As used herein, "**Obligees**" shall mean Owner, Lender, Secretary of Housing and Urban Development ("**HUD**") and the additional obligee(s), if any, identified in a Rider to this Bond and "**Obligee**" shall mean any of the Obligees.

1. Contractor has entered into a Construction Contract with Owner for the construction of the Project ("**Contract**"). The Contract (as the same may be now or hereafter amended by change order or otherwise) is made a part hereof by reference.

2. Lender has agreed to lend to Owner a sum of money to be secured by a mortgage between Owner and Lender ("**Security Instrument**") on the Project that provides for advances

under that certain note executed by Owner and payable to Lender (“**Note**”), in part, to make payment under the Contract, and desires protection as its interest appears, in event of default by Contractor under the Contract.

3. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to Owner and to Lender, its successors and assigns, as their respective interests appear, as Obligees, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the performance of the Contract. Any approved increase in the total Contract price shall increase the obligation of Obligors accordingly.

4. If the Contractor performs the Contract and fully indemnifies and saves harmless Obligees from all costs and damages which they may suffer by reason of failure to do so, and fully reimburse and repay Obligees all expenses which any Obligee may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

5. Surety shall not be liable under this Performance Bond to Obligees, or any of them, unless Obligees make payments to Contractor in accordance with the terms of the Contract as to payments, and/or perform any of the other obligations under the Contract. However, Surety shall not assert a failure by Obligees to make payments or perform obligations under the Contract unless each Obligee has been given written notice by Surety of any such failure and a reasonable period of time (but in no event less than thirty (30) days from receipt of said notice), in which to cure such failure.

6. Surety agrees that any right of action that any of Obligees herein may have under this Performance Bond may be assigned, without the consent of Contractor or Surety, to HUD, and that such assignment will in no manner invalidate or qualify this instrument.

7. The aggregate liability of Surety hereunder to Obligees or their assigns is limited to the penal sum above stated, and Surety, upon making any payment hereunder, shall be subrogated to, and shall be entitled to an assignment of, all rights of the payee, either against Contractor or against any other party liable to the payee in connection with the loss which is the subject of the payment. Notwithstanding the foregoing, no amounts paid to Owner without the written consent of Lender shall reduce the liability of Surety to Lender under this Performance Bond.

8. Any suit, action or proceeding by reason of any default whatever shall be instituted within two years after the date Owner declares Contractor in default under the Contract. If this limitation is deemed to be in contravention of any controlling law, this Performance Bond is deemed amended so as to substitute the minimum period of limitation permitted by such controlling law for the above limitation.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. Notice to Surety, Owner, or Contractor shall be served by mailing the same by registered mail or certified mail, postage prepaid, to the address shown on this Performance Bond or to such other address as may have been previously specified by the recipient in a notice given in accordance herewith.

SIGNED and SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness as to Contractor:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

SURETY:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

Project Name: \_\_\_\_\_  
FHA Project Number: \_\_\_\_\_

ADDITIONAL OBLIGEE RIDER

(Additional obligee only allowed with prior HUD approval.)

1. This Additional Obligor Rider is attached to and made a part of that certain Performance Bond, dated \_\_\_\_\_, 20\_\_, executed and delivered by \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, in favor of Obligees, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Performance Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Performance Bond shall have the same meanings herein.

4. \_\_\_\_\_ is hereby added to the Performance Bond as an additional named Obligor.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Performance Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 3 of the Performance Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness as to Contractor:

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

SURETY: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

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

Project Number: \_\_\_\_\_

## ADDITIONAL SURETY RIDER

(Additional surety only allowed with prior HUD approval.)

---

1. This Additional Surety Rider is attached to and made a part of that certain Performance Bond, dated \_\_\_\_\_, 20\_\_\_\_, executed and delivered by \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, in favor of Obligees, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Performance Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. Except as set forth in paragraph 5 below, all defined terms as set forth in the Performance Bond shall have the same meanings herein.

4. \_\_\_\_\_ ("**Additional Surety**") is hereby added to the Performance Bond as an additional named surety.

5. Each surety and additional surety (collectively, "**Surety**") is held and firmly bound, jointly and severally, onto Obligees. Further, each undersigned Surety binds itself in the aforesaid full sum, jointly and severally, as well as severally, for the purpose of allowing joint action or singular actions against any or all of them in the full amount of this Performance Bond and for all other purposes each Surety binds itself, jointly and severally with Contractor, for the payment of the full sums above stated. All references in the Performance Bond to Surety shall include Additional Surety.

6. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Performance Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 3 of the Performance Bond.



SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness as to Contractor:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)

SURETY:

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title (Printed)