

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

Meeting Date: February 5, 2008

☐ Consent ☒ Regular  
☐ Public Hearing

Department: Housing and Community Development (HCD)

Submitted By: Housing and Community Development (HCD)

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: A waiver to the maximum funding amount for the State Housing Initiative Program (SHIP) in the amount of \$8,900 to Dean and Mary Allen for emergency repairs under the Emergency Rehabilitation Program.

**Summary:** Emergency Rehabilitation Program policies in effect at the time of initial funding approval for these applicants allowed for grants of up to \$8,000. On November 6, 2007, the Palm Beach County Board of County Commissioners approved revisions to the Emergency Rehabilitation Program policies increasing the funding limit to \$15,000. The total cost of work to be performed at Dean and Mary Allen's home at 138 Ethelyn Drive in unincorporated West Palm Beach is \$16,050. The original scope of work includes the replacement of the front door and three windows, and miscellaneous fire and electrical system upgrades. While the windows were being replaced substantial termite damage to structural framing was discovered. In addition, work in progress revealed that the electrical wiring was substandard.

The additional funding will allow the completion of the original scope of work plus rewiring the entire house to current codes, installing a new electrical service and panel, arc fault protection, framing repairs, and patching and painting walls and ceilings in affected areas for a cost of \$8,900. This would avert the danger of an electrical fire. Approval of this request will enable HCD to address these hazardous conditions, without which these lower income homeowners will continue to reside in conditions that do not meet applicable codes. **The requested funds are SHIP funds that require no local match. (District 6) (TKF)**

**Background and Justification:** To qualify, an applicant must be a low/moderate income household that is an owner occupant of a property that consists of one dwelling unit located in unincorporated Palm Beach County or in a municipality having an interlocal agreement with Palm Beach County. Funding under this program is provided to qualified property owners for the purpose of upgrading their properties to meet applicable housing and building code standards with the aim of addressing emergency conditions present at these properties. Work on these properties may include roofing, electrical, plumbing, or structural repairs, among others.

**Attachments:**

1. Bid proposal.
2. Change Order #1.
3. Proposed Change Order #2.

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

Department Director

1/17/08  
Date

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

Assistant County Administrator

1/31/08  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	\$8,900				
External Revenues	< \$8,900 >				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes XX No  
Budget Account No.:

Fund 1100 Unit 143 Org 7704 Object 8301 Program Code/Period SH39-GY06

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this agenda item will allocate \$8,900 in additional funds to Dean & Mary Allen for rehabilitation costs in connection with the Emergency Rehabilitation Program.

### C. Departmental Fiscal Review:

*Shairette Major*  
Shairette Major, Fiscal Manager I

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control:

The original grant amount was \$7,150. This request of \$8,900 will provide for the total cost of the work which is \$16,050.

*James D. ...*  
OFMB  
1/29/08  
1/29/08  
1/25/08

*Don J. ...*  
Contract Development and Control  
1/30/08

### B. Legal Sufficiency:

*James D. ...*  
Senior Assistant County Attorney  
1/30/08

### C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**BID PROPOSAL - EMERGENCY REHABILITATION****NOTICE TO GENERAL CONTRACTORS**

Sealed bids will be received until **3:00 P.M.**, on **August 28, 2007**, at the Palm Beach County Department of Housing and Community Development (HCD), 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and opened immediately thereafter at the same address.

The work to be performed at the property identified below, includes furnishing all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work described herein and more specifically identified in the attached Rehabilitation Specifications Analysis Report. Said work to be done strictly in accord with HCD's rehabilitation policies and procedures. The construction work will be performed at the property owned by and located at:

Property Owner(s):	Dean & Mary Allen	
Property Address:	138 Ethelyn Drive. West Palm Beach, FL 33415	
Phone:	Home: (561) 689 - 6687	Cell: (561) 537 - 9966

This work is funded by Community Development Block Grant funds made available through the U. S. Department of Housing and Urban Development for use in HCD's Programs. The Property Owner(s) named herein has qualified under HCD's policies and guidelines and has secured (or will secure) sufficient funds to be allocated for the construction work described herein. The successful bidder will be issued a purchase order by Palm Beach County for this work. As such, contractors are hereby advised that this construction work is funded, in whole or part, with Federal financial assistance, and all federal regulations and requirements applicable to construction work of this type funded pursuant to Title I of the Housing and Community Development Act of 1974, as amended, shall be strictly enforced. The following is provided for the purpose of guiding contractors in properly preparing their bids, and contractors are further advised that strict compliance is required with all of these provisions.

**INSTRUCTIONS TO BIDDERS****1. INCONSISTENCIES AND INTERPRETATIONS**

Any seeming inconsistency between different provisions of the bid documents or any point requiring explanation must be inquired into by the bidder, at least five (5) days prior to the time specified above for opening bid proposals. After bid proposals are opened, the bidders shall abide by the decisions of HCD as to any interpretations. No interpretations of the meaning of the plans, specifications or other bid documents will be made orally to any bidder without being provided to all other bidders if deemed necessary by HCD. Any and all significant interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by mail (or when practicable by facsimile transmission) to all prospective bidders (at the address or facsimile phone number furnished for such propose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive 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. Contractors shall verify that they have all addenda before submitting their bids.

## **2. SITE VISITS**

Contractors or their designated representatives are requested to visit the property identified above to fully acquaint themselves with existing conditions there and with the work specified herein. Such visit shall take place in the presence of the Property Owner(s) or a designated representative in order to assure access to the interior of the dwelling for the bidder's inspection. Furthermore, bidder's shall pre-arrange such visit with the Property Owner(s) whose telephone number is provided above and in the attached Rehabilitation Specifications Analysis Report.

## **3. BID PRICES**

No bids will be considered or accepted which, in the opinion of HCD contain inadequate or unreasonable prices for any item. Each item must carry its own proportion of the cost as nearly as is practicable. 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 informal. All prices quoted in the bids shall include all applicable sales taxes. Bids must be valid for ninety (90) days after the established bid opening date.

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. The General Contractor shall expressly bind itself to indemnify and save harmless the Property Owner(s) and Palm Beach County from all such claims and fees and from any and all suits and actions of every name and description that may be brought against said Property Owner(s) and County on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said Property Owner(s) and Palm Beach County for the infringement of any and all patents or patent rights claimed by any person, firm or corporation. Furthermore, unless otherwise provided herein, the General Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when proposals are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and 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.

## **4. SUBMISSION OF BIDS**

Bids must be signed by a person duly authorized to do so, and in case signed 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.

Only sealed bids will be accepted from duly licensed General Contractors and all bids are to conform with the requirements of the bid documents and be submitted to the address shown below, on or before the date and time indicated first above:

Palm Beach County  
Department of Housing and Community Development  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

Bids will be opened on the date and time specified above by the County employee whose duty is to open bids. Such employee will decide when the specified time has arrived and no bid received thereafter will be considered. Bid forms must be submitted in good order and with all blanks filled in using ink. Each bid must be enclosed in a sealed envelop 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.

## **5. WITHDRAWAL OR MODIFICATION OF BIDS**

Bidders may correct their bids, and may withdraw inadvertently erroneous bids before or after 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 HCD's review and approval.

## **6. REJECTION OF BIDS**

A bid will be considered irregular and may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. HCD reserves the right to reject any or all bids and to waive such informality or technical errors as may be deemed best for the interests of HCD and the Property Owner(s). HCD further reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders.

## **7. CONTRACT AWARD**

Upon close examination of all bids HCD will make a determination of the apparent low responsive and responsible bidder that best meets the terms, conditions and specifications which will result in the best interest of HCD and the Property Owner(s). Such a bidder shall be deemed to be the successful bidder for the work embraced by this bid, and issuance of a purchase order by Palm Beach County to such successful bidder will then be recommended by HCD to the County's Facilities Development and Operations Department, unless the Property Owner(s) elects to provide the additional funding necessary to select any otherwise responsive and responsible bidder in accord with HCD's policies and procedures.

Furthermore, HCD reserve the right to accept any or all items of an acceptable responsive bid. Should the bidder who is issued a purchase order fail to perform in a timely manner, then award may be rescinded and the purchase order issued to the next low responsive bidder who is selected by the HCD. Such bidder shall then fulfill every stipulation as if it were the original party to whom award was made.

## **8. INSURANCE**

In conjunction with contract award and acceptance of the purchase order described in the preceding paragraph, the successful bidder shall maintain, on a primary basis, and at the successful bidder's sole expense, the insurance coverages, limits, and endorsements, described below during the term of the contract established through the issuance and acceptance of the purchase order for the work specified herein. As the successful bidder, you are advised that by accepting the purchase order you accept to immediately cease all work in the event of any lapse in insurance coverage. Furthermore, you are advised that any interruption of work due to a lapse in insurance coverage shall not cause an extension of the purchase order delivery date.

As the successful bidder, you are advised that the requirements contained herein, as well as Palm Beach County's review or receipt of insurance maintained by you are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by you under a contract made in connection with this Program. The successful bidder shall provide Palm Beach County with a certificate of insurance that complies with the following:

- A. NAME OF INSURED:** The successful bidder's name appearing on the certificate as the insured must match the name on the successful bidder's license to perform construction work.

**B. INSURANCE COVERAGES:** The certificate of insurance shall contain coverages, limits, and endorsements that are in full force and effect as follows:

1. **Commercial General Liability:**  
Commercial General Liability at a limit of liability not less than \$300,000 each occurrence. Coverage shall not include any endorsements excluding contractual liability, products/completed operations liability, or cross liability.
2. **Business Automobile Liability:**  
Business Automobile Liability at a limit of liability not less than \$300,000 each occurrence, for owned, non-owned, and hired auto liability. If you do not own any automobiles, you must maintain Business Automobile Liability at a limit of liability not less than \$300,000 each occurrence, for non-owned, and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.
3. **Worker's Compensation and Employer's Liability Insurance:**  
Worker's Compensation and Employers Liability insurance at the Florida statutory limits.

**C. ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show Palm Beach County Board of County Commissioners as an additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:

- CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
- CG 2026 Additional Insured - Designated Person or Organization endorsement
- or a similar endorsement

Please note that an insurance certificate which indicates that the County is a certificate holder does not meet this requirement. Being a certificate holder is not the same as being additional insured.

**D. DELIVER AND NOTICES OF CANCELLATION:** The certificate of insurance shall include a minimum thirty (30) day endeavor to notify Palm Beach County of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

Housing & Community Development Department  
160 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

**E. WAIVER OF SUBROGATION:** By entering into a contract (by acceptance of a purchase order for the work specified herein) the successful bidder agrees to a Waiver of Subrogation for each policy required above. When required by your insurer, or should a policy condition not permit you to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to notify your insurer and request that your 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 has a condition that specifically prohibits such an endorsement, or one that voids your coverage should you enter into such an agreement on a pre-loss basis.

- F. **RIGHT TO REVIEW:** Palm Beach County reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract (purchase order) under this Program. Palm Beach County reserves the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

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#### **GENERAL CONTRACTOR'S PROPOSAL**

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The undersigned General Contractor proposes to furnish all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work specified herein at the cost indicated by the General Contractor. The undersigned General Contractor also proposes to complete the work within the number of days indicated in the purchase order described above in the paragraph entitled "Contract Award". All related documents and forms to be used in connection with this project are on file for the bidder's inspection at HCD's offices located at the address specified herein.

The undersigned General Contractor understands that the construction work specified herein shall be performed in accord with the 2001 Florida Building Code, and in accord with, but not limited to, all other applicable local codes and ordinances and 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 undersigned General Contractor acknowledges and understands that the construction work to be performed at the property identified above is funded, in whole or in part, through monies made available under the Federal Community Development Block Grant program.

In this regard the undersigned General Contractor also agrees to abide by and comply with all federal laws, rules and regulations pertaining to residential rehabilitation activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to:

- Section 8 Existing Housing Quality Standards; and
- The Energy Policy and Conservation Act of 1975; and
- HUD Lead-Based Paint Regulations; and
- Section 3 of the Housing and Urban Development Act of 1968; as amended; and
- Executive Order 11246, as amended by Executive Orders 11375 and 12086; and
- 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;

Failure to list verbatim or make reference to a local, state or federal regulation herein, or any attachment thereto, shall not relieve the parties of compliance with any appropriate regulation if determined by HCD or the United States Department of Housing and Urban Development as applicable to this Program.

In particular, in regard to the aforesaid Section 3, the contractor, by signing below agrees to the following requirements if selected as the successful bidder and issued a purchase order by Palm Beach County. These requirements are incorporated by reference in any such purchase order as follows:

- A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

In addition, the undersigned General Contractor certifies that it is not, nor are any of its officers, partners, owners or parties of interest named on the current General Services Administration List of Parties Excluded from Federal Procurement or Nonprocurement Programs, and agrees to provide a sworn statement to this effect when requested by HCD.

The undersigned General Contractor 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 he/she 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 if requested.

To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the Property Owner and County from and against claims, damages, losses and expenses, 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 (other than the work itself) including loss of use resulting therefrom, to the extent caused in whole or in part by negligent acts or omissions of the General 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 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.



Claims against any person or entity indemnified under the previous paragraph by an employee of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the General Contractor or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

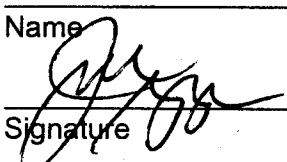
Furthermore, the undersigned General Contractor certifies that he/she has not divulged to, discussed, or compared its bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. The undersigned also agrees to provide a sworn statement to this effect if requested.

The undersigned General Contractor certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County or the owner, as a commission, kickback, reward or gift directly or indirectly by any member of the firm or by any officer of the corporation.

By signing below, the bidder (General Contractor) certifies that he or she understands and will comply with all the terms, conditions and specifications as contained and made reference to in this proposal as well as any attachments thereto.

**NOTE:**

If the General Contractor, as the successful bidder, fails to complete the work within the thirty (30) days provided for in the purchase order, and if the General Contractor has not secured a time extension from HCD, the General Contractor shall then automatically be removed from the Emergency Rehabilitation Program bid solicitation list, and from participation in this Program for a period of twelve (12) months. If, at the end of the twelve (12) month period, the General Contractor wishes to participate in the Program, the General Contractor must make application to, and be approved by HCD for inclusion on the bid solicitation list. Any General Contractor who is reinstated will be limited to the award of two (2) concurrent projects during the twelve (12) months following the reinstatement.

John Rizzotti  
Name  
  
Signature

Netco Tek  
Company  
8/20  
Date

**PLEASE RETURN ALL PAGES OF THIS BID PROPOSAL TO HCD**

**GENERAL CONTRACTOR'S BID PROPOSAL CHECKLIST**

- |   |   |   |                             |
|---|---|---|-----------------------------|
| * | Did you use ink in completing this bid proposal?.....   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| * | Did you sign your bid proposal above?.....  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| * | Did you fill in all the blanks above?.....  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| * | Did you quote a price for each and all items in the attached<br>Rehabilitation Specifications Analysis Report?..... | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| * | Did you fill in all the blanks in the Contractor Bid Information<br>section on the next page?.....                  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Revised DECEMBER 2005

S:\REHAB\Irwin\Allen\_D&M\BidEmerg.wpd

CLASSIFIED AS AN EMERGENCY

REHABILITATION SPECIFICATION ANALYSIS F

650.+✓  
1,600.+✓  
1,100.+✓  
450.+✓  
475.+✓

005

4,275.\*✓

PROPERTY INFORMATION:

Property Address:	138 Ethelyn Dr., West Palm Beach, Fl		
Property Owner:	Dean & Mary Allen		
Owner's Address:	Same		
Home Phone:	(561) 689-6687		
Work Phone:	(561) 537-9966 Cell		
Building Description:	Number of bedrooms:	2	Number of bathrooms: 1
Property Control Number:	00-42-43-35-14-005-0020		

H.C.D. INFORMATION

Inspector:	Irwin Korman	Phone:	233-3629
Advisor:	Irwin Korman	Phone:	233-3629

EXPLANATION OF CODES

CODE 01:	Items intended to correct code violations
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CONTRACTOR BID INFORMATION

Total contractor bid for work requested: \$	4,275
Bid submitted by: John Corroto	Signature: X [Signature]
The proposed work shall be completed within 30 calendar days.	

**Emergency Rehabilitation Specifications  
Specifications Work Write-Up**

<b>Client:</b>	Dean & Mary Allen	<b>Date:</b>	July 5, 2007
<b>Address:</b>	138 Ethelyn Dr., West Palm Beach, Fl. 33415		

This Work Specifications Write-UP shall be submitted in its entirety, with the permit application. It shall fully disclose the scope of work to be performed, permitted and inspected. One permitted copy, stamped by the building department of jurisdiction, shall be submitted to the PBC Community Development Inspector with the final pay application.

Contractors shall provide all labor, material, equipment, and permits required by the building department of jurisdiction to perform the following 5 line items:

	Description	Code	Qty.	Bid Amount
1.	Front Exterior Egress Door	01	1	\$ <u>650</u>

Remove the existing front door and jamb, prepare a sufficient door buck, and install a pre-hung metal clad six (6) panel door. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match existing finishes.

Door installation shall include keyed entry lockset with lever handle both sides: "Schlage", Flair, Right Hand #991198 - Left Hand #991167 or approved equal, peep hole, deadbolt keyed one side to the lockset, vinyl bubble weatherstripping, wind crash chain stop, and aluminum threshold.

**Note 1:** Door paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

**Note 2:** Touch-up paint affected finishes resulting from the replacement of the door(s) to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

**Note 3:** Contractor shall submit Dade County Product approvals, stamped by the Building Department of jurisdiction, with this Project's close-out package. Door assembly shall meet Dade County product approval without using interior slide bolts.

**Note 4:** A landing is required according to code. In the absence of a landing, Contractor shall construct a concrete landing in front of the door as required by code, (or where a landing exists, Contractor shall re-construct/modify the existing landing in order to meet code.)

- |    | Description  | Code | Qty. | Bid Amount      |
|----|--|------|------|-----------------|
| 2. | <b>Aluminum Windows</b>  | 01   | 3    | \$ <u>1,600</u> |
|    | Remove three existing windows. Install new aluminum single hung windows with aluminum framed screen. Bathrooms shall have obscure glass. If a window is to be replaced in a sleeping room, it shall be an egress type window. Provide modifications to openings and electric if necessary to accommodate the new windows identified for replacement. Patch affected disturbed areas to match existing finishes and paint to match as close as possible. If existing window sills are disturbed, replace with bull nose tile or marble sill(s).<br><b>Locations:</b> Two (2) in dining room & one (1) in kitchen. |      |      |                 |
| 3. | <b>Smoke Detector(s)</b>   | 01   | Lot  | \$ <u>1,100</u> |
|    | Install UL approved smoke detector(s) wired 115 volt with battery backup. Place in accordance with the electrical and building code of jurisdiction.<br><b>Note:</b> Jurisdiction may require two smoke detectors in hallway and in each bedroom.  |      |      |                 |
| 4. | <b>Kitchen and Bath(s): Install GFI Receptacles</b>  | 01   | Lot  | \$ <u>450</u>   |
|    | Install GFCI protection above the kitchen base cabinet counter top and in the bathroom in accordance with the building and electrical code of jurisdiction. Disable and install cover plates over receptacles in the affected areas without GFCI protection.   |      |      |                 |
| 5. | <b>Exhaust Fan Vented Thru Wall, Bathroom</b>  | 01   | 1    | \$ <u>475</u>   |
|    | Remove existing unit from ceiling and provide new opening in soffit, through the wall to the exterior, for a new Exhaust Fan in accordance with NEC. Provide and install new electric circuitry and switch as required. Minimum 50 CFM or as required. All work to be in compliance with NEC and building code of jurisdiction.  |      |      |                 |

TOTAL BID: \$ 4,275

## CHANGE ORDER NO. 1

Page 1 of 2 Pages

Property Owner(s):	Dean & Mary Allen
Property Address:	138 Ethelyn Dr., West Palm Beach, Fl. 33415
Contractor:	Netco Tek, Inc

The following items are to be added/deleted from the Construction Contract between the Property Owner(s) and the Contractor identified above.

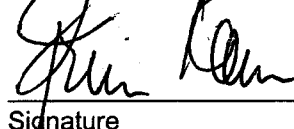
DELETED WORK			
ITEM NO.	ITEM CODE	LOCATION AND DESCRIPTION OF WORK	COST
1	01	Front Exterior Egress Door	\$650.00
2	01	Aluminum Windows (3)	\$1,600.00
SUBTOTAL DELETED			(\$2,250.00)
ADDED WORK			
ITEM NO.	ITEM CODE	LOCATION AND DESCRIPTION OF WORK	
6	01	Exterior Egress Door - Sound Attenuated	\$1,950.00
7	01	Aluminum Windows - Sound Attenuated (3)	\$3,175.00
SUBTOTAL ADDED			\$5,125.00
TOTAL CHANGE IN COST			\$2,875.00
JUSTIFICATION: The home is in the airport zone and the contractor had to install Sound Attenuated doors & windows.			

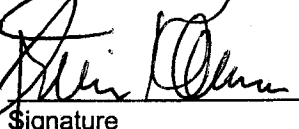
ANALYSIS OF CONTRACT STATUS TO DATE	COST
The Original contract sum was	\$4,275.00
Net change from previous change orders	\$0.00
The contract sum prior to this change order was	\$4,275.00
The contract sum will be <input checked="" type="checkbox"/> increased <input type="checkbox"/> decreased <input type="checkbox"/> unchanged by this change order	\$2,875.00
The new contract sum including this change order will be	\$7,150.00
After this change order, contract time will be: <input type="checkbox"/> Unchanged <input checked="" type="checkbox"/> Increased by 5 working days <input type="checkbox"/> Decreased by __ working days	

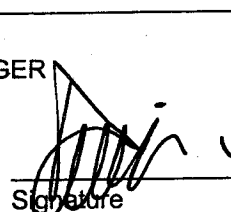
## APPROVAL RECOMMENDATION

REHABILITATION ADVISOR

REHABILITATION INSPECTOR MANAGER

 10/12/07  
Signature Date

 10/12/07  
Signature Date

 10/12/07  
Signature Date

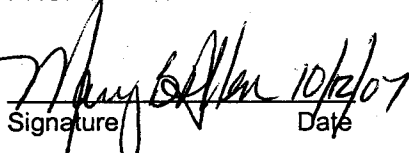
## APPROVAL CONFIRMATION

The property Owner(s) and the Contractor identified above hereby agree to amend the Construction Contract entered into between them as described above.

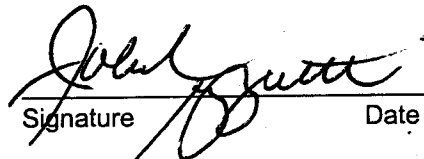
PROPERTY OWNER

PROPERTY OWNER

CONTRACTOR

 10/12/07  
Signature Date

\_\_\_\_\_  
Signature Date

  
Signature Date

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CHANGE ORDER NO. 1Page 2 of 2 Pages

Property Owner(s):	Dean & Mary Allen
Property Address:	138 Ethelyn Dr., West Palm Beach, Fl. 33415
Contractor:	Netco Tek, Inc.

## DESCRIPTION OF ADDED ITEMS:

## 6. Exterior Egress Door - Sound Attenuated 01 1 \$ 1,950.

Remove the existing door and jamb. Prepare a sufficient door buck per building code of jurisdiction and install a pre-hung metal clad, solid or foam core, six (6) panel door. Door frame must fit with minimum perimeter gap between the frame and the opening. All perimeter voids and openings shall be foam sealed per Note 1. When door returns (inside and outside) are completed contractor shall apply a continuous bead of caulking around the frame/return joint per Note 2. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assembly for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match existing finishes.

Door installation shall include keyed entry lockset with lever handle both sides: "Schlage", Flair, Right Hand #991198 - Left Hand #991167 or approved equal, peep hole, deadbolt keyed one side to the lockset, wind crash chain stop, and aluminum threshold. Zero 328A Sound Seal and Zero 119W Spring Seal weatherstripping, or approved equal, shall be provided along the interior portions of the header and hinge side of the door.

**Note 1:** Contractor shall use a high-density expanding foam sealant along the jambs and header of the door to seal the door and minimize air infiltration. Interior of threshold shall be filled with cementitious grout or high-density expanding foam sealant. This is a Mandatory Inspection item and the assigned HCD rehab inspector shall be notified 24 hours in advance of such inspection.

**Note 2:** Contractor shall use an acoustical sealant for a) exposed joints/seams that is non-sag, paintable, non-staining latex sealant complying with ASTM C-834 such as Ohio Sealants Proseries SC-175 or approved equal and b) exterior caulking around doors shall use an elastomeric sealant, single-component non-sag, urethane sealant such as Sika Flex-1A polyurethane sealant or approved equal.

**Note 3:** Door paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

**Note 4:** Touch-up paint affected finishes resulting from the replacement of the door(s). to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

**Note 5:** Contractor shall submit Dade County Product approvals for the door, stamped by the Building Department of jurisdiction, with the final documentation package. Door assembly shall meet Dade County product approval without using interior slide bolts.

**Note 6:** A landing is required according to code. In the absence of a landing, Contractor shall construct a concrete landing in front of the door as required by code, (or where a landing exists, Contractor shall re-construct/modify the existing landing in order to meet code.)

**Note 7:** The recommendations contained in the U.S. Department of Transportation, Federal Aviation Administration document titled "Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations," DOT/FAA/PP-12-5, dated October 1992 have been utilized to develop this specification for the procurement and installation of windows in residential structures within the Airport Land Use Noise Zone (ALUNZ) surrounding Palm Beach International Airport. The ALUNZ is that area established by the Palm Beach County Board of County Commissioners in the Unified Land Development Code (ULDC) that extends approximately 1/2 nautical mile beyond the 65-db noise contour line established by the Federal Aviation Administration.

## 7. Aluminum Windows - Sound Attenuated 01 3 \$ 3,175.

Install new aluminum single hung windows, with frames of a minimum .062" thickness aluminum, with 1/4" monolithic glazing and aluminum framed screens.

A thermal break, as recommended by the manufacturer, shall be installed between each window unit where two (2) or more windows are installed in a single opening.

Replacement windows must fit with minimum perimeter gap between the window frame and the opening. Bathroom windows shall have obscure glass. One egress type window shall be installed in each sleeping room. If existing window sills are disturbed, replace with bull nose tile or marble sill(s). All perimeter voids and openings shall be foam sealed per Note 1 and all window concealed frame and exposed frame seams shall be sealed per Note 2(a) or 2(b), as appropriate. When window returns (inside and outside) are completed contractor shall apply a continuous bead of caulking around the window frame/return joint per Note 2(c).

**Note 1:** Contractor shall use a high-density expanding foam sealant around the entire perimeter of the window and inside exposed window frame to seal the window and minimize air/noise infiltration. This is a Mandatory Inspection item and HCD rehab inspector shall be notified 24 hours in advance of such inspection.

**Note 2:** Contractor shall use an acoustical sealant for a) exposed joints, nonsag, paintable, nonstaining latex sealant complying with ASTM C-834 such as Ohio Sealants Proseries SC-175 or approved equal; b) concealed joints, nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission such as Pecora AC-20 FTR, or approved equal; and, c) exterior caulking around windows shall use an elastomeric sealant, single-component nonsag, urethane sealant such as Sika Flex-1A polyurethane sealant or approved equal.

**Note 3:** The recommendations contained in the U.S. Department of Transportation, Federal Aviation Administration document titled "*Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations*," DOT/FAA/PP-12-5, dated October 1992 have been utilized to develop this specification for the procurement and installation of windows in residential structures within the Airport Land Use Noise Zone (ALUNZ) surrounding Palm Beach International Airport. The ALUNZ is that area established by the Palm Beach County Board of County Commissioners in the Unified Land Development Code (ULDC) that extends approximately ½ nautical mile beyond the 65-db noise contour line established by the Federal Aviation Administration.

**Note 4:** The completed window installation shall comply with all requirements of the building code of jurisdiction.





CHANGE ORDER NO. 2Page 2 of 2 Pages

Property Owner(s):	Dean & Mary Allen
Property Address:	138 Ethelyn Dr., West Palm Beach, Fl. 33415
Contractor:	Netco Tek, Inc.

## DESCRIPTION OF ADDED ITEMS:

**8. Replace Deteriorated Wall Framing 01 Lot \$ 725.00**

Remove termite damaged structural wall framing surrounding the three windows being replaced in Item #2 of the work write up. Replace framing, patch interior and exterior finishes affected by this work using similar materials and match to the average existing finish as close-as-possible.

**9. Rewire The House 01 Lot \$ 7,750.00**

Rewire the house to code. Add receptacles where necessary; add refrigerator circuit; add 3 a/c circuits at windows; replace extension cord wiring with romex; rewire hot water tank; rewire pump per code; add three egress lighting where needed; cure electrical code violations; add arc fault circuits; upgrade service from 80 amp to 150 amp; install new electrical panel, meter and riser.

**10. Repair Rotted Front Door Frame 01 Lot \$ 425.00**

Remove termite damaged structural wall framing surrounding the front door being replaced in Item #1 of the work write up. Replace framing, patch interior and exterior finishes affected by this work using similar materials and match to the average existing finish as close-as-possible.