

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13G
DATE 10/15/12

Meeting Date: September 24, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: RFP 20120030 – New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program

Recommended Action:

- 1) Approval of award and Contract Documents to the five (5) top ranked contractors/builders. They are: BlackStreet Enterprises LLC, De La Hoz Builders, Grande Construction of Fl. Inc., Groza Builders Inc., Homecrete Homes. The initial contract specifies the awarded price per square foot for each of the 3 types of homes. Each contractor will initially be given one lot with a specified type home to complete design and final pricing within 30 days of receipt of lot. The pricing will be based on the awarded price per square foot bid and required variables as needed. The variable pricing will be negotiated with the builder prior to commencement of construction. Contract period is for two (2) years with an option to renew for one (1) additional two (2) year month period.
- 2) Each home will be brought back to Council for approval. Each additional home will be provided to those contractors based on the results of the 1st or previous home completed based on the criteria as specified in the RFP.

Exhibits: Department memo attached [X] yes [] no

Copies included of the RFP Specifications, with all Addenda, Bid tabulation Report, the submitted Bid Reply packets and all related documents.

Summary Explanation/Background Information:

The RFP was broadcast on DemandStar on April 28, 2012 and advertised in the local paper on April 30, 2012. A pre-bid meeting was held on May 21, 2012. Fourteen (14) proposals were received on June 27, 2012 with 1 proposal not meeting criteria. On July 13, 2012 the selection committee met and accepted the top five (5) proposals as ranked. Each new home has many energy efficient specifications that will provide the home owner a superior home for the future.

Department requests expenditure from the following: 1165500 549111 & 1145500 549111
(New fiscal year budget approximately \$600,000.00 with property sales generating additional funding for the remainder or the vacant lots for Phase 1 & Phase B.)

Director of OMB concurs with award:  City Manager concurs with award: 

Department requests 0 minutes to make a presentation.

Submitted by: Patricia J. Selmer

Title: Director of Community Services

Date Submitted: September 7, 2012

RECEIVED

SEP 14 2012
City Manager's Office

MEMORANDUM

DATE: October 8, 2012

TO: Cheryl Shanaberger, Deputy Director of OMB

THROUGH: Patricia Selmer, Director of Community Services

FROM: Patricia A. Tobin, Assistant Director of Community Services

SUBJECT: Bid: RFP #20120030

TITLE: New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Programs

Background: The City of Port St. Lucie is the recipient of Neighborhood Stabilization Program (NSP) funds from the Department of Housing and Urban Development (HUD). Through this program the City has purchased over 170 properties from foreclosing lenders. We have rehabbed over 130 homes and sold 99 of them and we currently have 14 houses under contract. We have demolished homes on 31 of those properties due to blighted conditions (30 under NSP1 and 1 under NSP 3). These vacant and cleared lots are being made available for rebuild/redevelopment of single family houses.

Each of our NSP plans provides for rebuilding on the vacant lots where blighted homes were demolished. The rebuild program is consistent with federal regulations and is a requirement under NSP3. Under NSP1, however, there are other options available for the vacant lots. Those options include a lot split between adjacent property owners, provided the recipients are income qualified; public use (park, road, sidewalks, water and sewer, or drainage) or land banking (must still rebuild and have the resources to do so within the next 8-10 years). Utilization of any of these alternatives for all or a portion of the lots would require a change to the City's NSP1 plan.

Consistent with the Federal mandate to incorporate green building methods and materials, we will be utilizing construction methods and materials that are green and highly energy efficient. The new homes, for example, will be constructed with Insulated Concrete Forms (ICF) which is highly energy efficient and disaster resistant. Use of ICF will reduce energy needs (size of an air conditioner). It also provides acoustical insulation, superior fire protection and lowers maintenance, both short and long term. Other green building and energy efficiencies include but are not limited to heat pump water heaters, impact resistant windows and Energy Star appliances. By providing an energy efficient house for our home owners we will reduce their monthly electric and water and sewer expenses.

The RFP for the rebuild program included three different house sizes:

3 bedroom, 2 bath, 1 car garage (300 SF) - 1,200 SF living area and 1,500 total SF

3 bedroom, 2 bath, 2 car garage (400 SF) - 1,500 SF living area and 1,900 total SF

4 bedroom, 2 bath, 2 car garage (400 SF) - 1,800 SF living area and 2,200 total SF

It is expected that most of the houses that will be built will be in the middle range - 1,500 SF living and 1,900 SF total. We have researched the neighborhoods surrounding each of our demolished properties and expect to build a house that is equal or exceeds in size and character those surrounding it.

We received a total of 13 proposals from contractors who were interested in building the home and the Selection Committee (on July 13, 2012) ranked those contractors based on the criteria per the RFP. Evaluation resulted in the following 5 contractors being recommended for award: BlackStreet Enterprises, Inc., De La Hoz Builders, Grande Construction, Groza Builders and Homecrete Homes.

A contract with each builder will be negotiated and brought back to the City Council for approval. That contract will identify the specific lot, house (plans & elevations) and price. We intend to award one home to each of the selected builders and evaluate that home and builder throughout the construction process. Additional homes may be awarded by the City Council after the original five homes are built, evaluated and marketed. Our goal is to build an energy efficient home that improves the neighborhood and saves our homebuyers money each month.

Recommended Action: The Community Services Department recommends award to these five (5) contractors. The Department recommends award of a single property to each of the five (5) contractors with all future work determined by the quality, time taken and price of the completed new home construction.

Funds for these services are available from program income under NSP1 and as part of the original allocation in NSP3. Applicable accounts are as follows: 1165500 549111 & 1145500 549111

MEMORANDUM

DATE: September 5, 2012
TO: Cheryl Shanaberger, Deputy Director of OMB
THROUGH: Patricia Selmer, Director of Community Services *Bgs*
FROM: Patricia A. Tobin, Assistant Director of Community Services *P.T.*
SUBJECT: Bid: RFP #20120030
TITLE: New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Programs

Background: The City of Port St. Lucie is the recipient of Neighborhood Stabilization Program (NSP) funds from the Department of Housing and Urban Development (HUD). Through this program the City has purchased over 170 properties from foreclosing lenders and demolished the homes on approximately 30 of those properties due to blighted conditions. These vacant and cleared lots, along with others that may be purchased, are being made available for rebuild/redevelopment of single family houses.

After receipt of the proposals, the Committee met on July 13, 2012 and ranked the contractors. Evaluation resulted in the following 5 contractors being recommended for award: BlackStreet Enterprises, Inc., De La Hoz Builders, Grande Construction, Groza Builders and Homecrete Homes.

Recommended Action: The Community Services Department recommends award to these five (5) contractors. The Department recommends award of a single property to each of the five (5) contractors with all future work determined by the quality, time taken and price of the completed new home construction.

Funds for these services are available in: 1165500 549111 & 1145500 549111

Attachments

**CITY OF PORT SAINT LUCIE
CONTRACT #20120030**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and BLACKSTREET ENTERPRISES, LLC, 535 NW Mercantile Place, Unit 107, Port St. Lucie, Florida 34986, Telephone No. (772) 344-8201, Fax No. (772) 344-8203, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the contract supervisor shall mean Community Services Director, at (772) 871-5264 or his/her designee.

NOTICES

City Project Manager: Acting Community Services Director: Patricia Selmer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5264 Fax: 772-344-4340
Email: PatS@cityofpsl.com

City Contract Administrator: James Pritchard, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-873-6338 Fax: 772-871-7337
Email: jpritchard@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal (RFP) #20120030, is for New Construction of Single Family Housing in Port St. Lucie for the Neighborhood Stabilization Program (NSP), which RFP is incorporated herein by this reference and in Exhibit A, Attachments 1 & 2

The City has no obligation to award additional homes to any vendor. The award by the City of any additional new homes will be determined by the quality, time taken and price of their completed new home construction.

**SECTION II
TIME OF PERFORMANCE**

The initial term shall commence on October 1, 2012 and continue for two (2) years thereafter until September 30, 2014. In the event all work required in the proposal specifications has not been completed by the end of the contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor at no additional cost to the City until all work specified in the RFP has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor for a completed home will be determined by the contracted price per square foot (listed below) per type of home requested along with the total of all variables required for each lot. The Contractor will quote on each designated type home on the specified lot. After negotiation, final pricing with all variables will be presented to Council for approval along with a contract. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XIII. Payment will be made in the following manner:

Contracted pricing per square foot:

Type 1 - \$71.13 Type 2 - \$64.65 Type 3 - \$58.99

Home Type:

- 1.) three bedroom, two-bathroom, 1200 square foot with single car garage of 300 sq ft, for a total of 1500 sq ft; and
- 2.) three bedroom, two-bathroom, 1500 square foot with double car garage of 400 sq ft, for a total of 1900 sq ft; and
- 3.) four bedroom, two-bathroom, 1800 square foot with double car garage of 400 sq ft, for a total of 2200 sq ft.

Before issuance of final certificate, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the Specifications, and of all claims by the Contractor except those previously made and still unsettled.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu

thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City'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.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by CONTRACTOR qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120030 for New Construction of Single Family Housing shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide

coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

The Contractor shall also be required to provide Builders Risk while the buildings are under construction for the face value of the home.

The Contractor shall also provide Professional Liability Insurance coverage.

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: A Performance and Payment Bond shall be required if the annual contract award exceeds \$250,000.00. The Performance and Payment Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
HUD CONTRACT PROVISIONS**

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). A copy of those provisions is included in Exhibit A attached hereto and made a part hereof.

**SECTION VIII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

**SECTION XIX
FIELD CHANGES**

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION X
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done, are to comply with all local state and federal laws and regulations.

**SECTION XI
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION XII
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed the Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve the Contractor of the responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall govern.

**SECTION XV
LICENSING**

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Contractor warrants that all licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVII
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate the Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. The Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in

completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractors in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XIX LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said

materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XXII
RENEWAL OPTION**

The initial Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

**SECTION XXIII
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of BLACKSTREET ENTERPRISES, LLC

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

EXHIBIT A [to contract]

HUD Section 3 Regulations: The work to be performed under this contract is subject to the following requirements:

- 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 regulations 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 commitments 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 qualification 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.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NSP Vicinity Hiring Requirements: If the housing site is located in the NSP3 "vicinity," the work to be performed under this contract is subject to the following requirements:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:

Census Tract 2005, Block Group 2:

Bordered on the West by Florida's Turnpike, on the North by Prima Vista Blvd., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.

- b) To ensure compliance with ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and have been certified by the Vicinity Hiring Certification.
- c) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small businesses owned and operated by persons residing in the vicinity.
- d) The Contractor is strongly encouraged to provide listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

ATTACHMENT 1

RFP 20120030

NSP

NEW CONSTRUCTION PROGRAM

STANDARD SPECIFICATIONS

Prepared by
Port St. Lucie &
Revised from the St. Lucie County
Community Services Housing Division
Revised 8/30/2011

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SECTION 1

GENERAL

- 1.0 SCOPE of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the new construction of the property identified in the work write-up.
- 1.1 VALIDITY: If any part of this document is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this code.
- 1.2 THESE SPECIFICATIONS shall be followed by the contractor and all subcontractors performing work on each new home construction project and are a part of each Contract for New Construction.
- 1.3 THE CHANGE ORDER shall take precedence over the specifications when in conflict as to the material, equipment, workmanship, etc. The Housing Construction Specialist shall make the final determination when a conflict exists.
- 1.4 ANY DRAWINGS included with the work write-up are for illustration and may not be exact or to scale. (See spec. 1.7)
- 1.5 TRADE NAMES or brand names are used in the Basic Specifications to establish quality, style or type of equipment or material required.
- 1.6 THE TERMS "EQUAL" OR "BETTER" allow for substitutions as to the trade name. The determination of equal or better shall be made by the Housing Construction Specialist. Installation of substitutions without prior approval shall be at the Contractor's risk.
- 1.7 THE CONTRACTOR shall be responsible for all applicable building permits and fees, connection details required for permitting, utilities and sanitation facilities, exact dimensions and construction details, and for acts and omissions of his employees and subcontractors and shall employ only qualified persons, skilled in the job to which he is assigned.
- 1.8 SUBCONTRACTORS shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor from full responsibility under the contract nor responsibility to the owner for the proper completion of all work to be performed under the contract. The General Contractor shall not be released from his responsibility by a sub contractual agreement he may make with others.
- 1.9 CHANGES proposed by either the contractor or the owner shall be in writing and agreed to by the contractor, the owner, and the Housing Construction Specialist, before any change in work is started. No change orders will be issued except for code related items discovered after the work has commenced, unless determined necessary by the Housing Construction Specialist.

- 1.10 **MATERIALS** shall be new, in good condition and of the grade required by the specifications. Materials damaged in shipment or prior to owner's acceptance shall be replaced at the contractor's expense.
- 1.11 **WORKMANSHIP** shall be done in accordance with the trades standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship".
- 1.12 **DAMAGED**, deteriorated, loose, or missing items shall be reported to the Housing Construction Specialist who will determine whether the item will be repaired or replaced. Any damage resulting from the contractor's work shall be repaired or replaced by the contractor at no additional cost to the agency or owner.
- 1.13 **CODES**: All work performed shall be in accordance with all locally applicable codes, laws, regulations, and rules such as: HUD's Housing Quality Standards for The Section 8 Existing Housing Program; Federal, State and local Codes; Manufacturer's Specifications and recommendations for Installation; Title X standards regarding lead based paint; and Florida Statute 469 regarding asbestos.
- 1.14 **BUILDING OFFICIAL** shall mean the locally appointed Building Official and/or his appointed assistant(s).
- 1.15 **QUANTITIES** may be provided as an estimate in determining the area to be covered, repaired, replaced, or installed. This estimate is not intended to be an exact determination of the amount of material required. Actual field dimensions and verifications shall be the responsibility of the contractor.
- 1.16 **HOUSING CONSTRUCTION SPECIALIST** shall mean the person(s) assigned by the Port St. Lucie Building Department to perform housing contract performance inspections and supervision of work. Such person(s) are not a party to housing contracts.
- 1.17 **APPLICABILITY**: Section II of this document applies to all work performed under the local housing program, whether indicated in the work write-up or not. Instructions in other sections are applicable only when the contract documents require a work item to be provided as described in the specification.
- 1.18 **REPLACE** shall mean to remove the existing and install a new replacement.

SECTION 2

2.0 SITE WORK AND INSPECTIONS:

Site work and inspections shall be in compliance with the work write-up, the Florida Building Code, Port St. Lucie Code of Ordinances and specifications herein as required.

2.1 ADJACENT PROPERTY:

When adjacent property is affected by contract work, it shall be the contractor's responsibility to take whatever precautions are necessary for the protection of the adjacent property and to notify the owner thereof prior to such actions.

2.2 FINAL CLEAN UP:

Upon completion of construction, the entire premises shall be cleaned and cleared, with debris removed and interior left clean. Provisions for the clean up of lead paint chips or dust shall be the responsibility of the contractor. The work site premises shall be graded to blend with the surrounding area.

2.3 MANDATORY INSPECTIONS:

- A. The contractor shall notify the Housing Construction Specialist and the Building Official when work is ready for inspection.
- B. Inspection requests shall be made to the offices of the Housing Construction Specialist and the Building Official and the Contractor shall provide a minimum of 24 hours notice when ordering an inspection.
 - 1. Rejection or refusal by the Housing Construction Specialist or the Building Official to approve the work for reasons of in-completeness, code violation or inadequacy shall nullify that request for inspection. Any charge for re-inspection shall be the responsibility of the Contractor.
 - 2. The responsible contractor in charge of the work shall have inspected the work and found it to be in compliance with Code and Contract requirements before a request for inspection is made.
 - 3. Electric, plumbing, roofing and mechanical subcontractors shall be present or represented at their respective inspections.
- C. No work shall be done on any part of a building or structure beyond the point indicated herein until such inspection has been made, approved, and signed off for each successive step of construction as indicated, but not limited to each of the following:
- D. No reinforcing steel, structural work, plumbing, electrical, mechanical, gas or roofing shall be covered or concealed in any manner whatsoever without the approval of the Building Official and/or Housing Construction Specialist. The Housing Construction Specialist and the Building Official reserve the right to request the removal of any covered installation and the cost of re-installation or items or materials shall be borne by the Contractor.
- E. The Housing Construction Specialist reserves the right to conduct tests to determine compliance with codes and specifications, including, but not limited to, tests of materials and strengths (for example, grab bar thrust resistance). Damage to the property resulting from the failure of work to meet required strength, resistance or other performance standards shall be corrected by the contractor at his own expense.

2.4 PEST CONTROL INSPECTION:

- A. The general contractor shall obtain a local licensed pest control operator for the extermination of pests and insects when required by contract documents or local building department.

- B. Exterminators and exterminating procedures shall be in compliance with State and Federal regulations, such as State Law Chapter 482 and HRS Chapter 10D-55 Entomology and local building code.
- C. Upon completion of work, a certificate of extermination and one-year warranty signed by the licensed operator shall be provided to the owner, with a copy to the Housing Rehabilitation Program.

SECTION 3

3.0 CONCRETE:

Concrete shall be in compliance with the contract documents, Florida Building Code, and Fill specifications, herein as required:

3.1 SOIL AND COMPACTION:

- A. Concrete footings and slabs shall be poured on undisturbed soil or soil compacted to a minimum of ninety five percent (95%) of standard laboratory density, or as directed by a licensed structural or foundation engineer.
- B. Areas to receive fill shall be free of vegetation, rocks, debris, deleterious and foreign materials and graded to drain away from building.
- C. Fill may be provided, if available, at no cost to the contractor, in that event trucking will be the builder's responsibility

3.2 CONCRETE CONSTRUCTION:

- A. Concrete shall be ready-mixed concrete of no less than two thousand five hundred (2,500) pounds per square inch (PSI) strength in twenty-eight (28) days.
 - 1. Ready-mixed concrete shall be certified by delivery ticket as to component mixture and any additional components (water, etc.) added at job site shall be written on the ticket.
 - 2. No concrete shall be re-tempered after it has taken an initial set or deposited more than one and one-half (1 1/2) hours after mixing.
 - 3. No concrete shall be poured when surrounding temperature is lower than 40 degrees Fahrenheit.
- B. Areas to receive concrete, either formed or unformed, shall be squared, leveled and plumbed prior to pouring. The complete formed area shall be poured in one continuous pour. Cold joints will not be allowed.
- C. When forms are used they shall be of sufficient strength and properly braced to resist movement.
- D. Grade stakes and/or key cove shall be used to control concrete depths in larger irregular concrete pours.

3.3 CONCRETE FINISH:

- A. Concrete shall be finished level to avoid ponding of water.
- B. Interior concrete shall be smooth trowel finished and sealed or as required by the architect.
- C. Exterior concrete walkways shall be broom finished perpendicular to path of travel.
- D. Exposed edges of all concrete shall be edged with edging trowel.

3.4 CONCRETE FOOTING:

- A. Concrete footing design, connection details and other permit requirements shall be designed by a licensed engineer and shall be the responsibility of the contractor when new footings are required.

3.5 CONCRETE SLABS:

- A. Concrete slabs shall be no less than four inches (4") thick. For interior floor slabs, a minimum of six (6) mil polyethylene (visqueen) vapor barrier shall be installed between ground and concrete.
- B. All concrete slabs shall be reinforced with fiber mesh placed as required by the architect.
- C. All exterior steps, ramp landings, or stairs shall rest upon a poured concrete slab, extending a minimum of four inches (4") out from sides and back of steps, with an apron extending thirty-six inches (36") out in front of steps. Steps, as well as handrails (when required) shall be anchored to concrete.
- D. Perimeter of slab shall be recessed one and one-half inches by nine inches (1 ½" x 9") to fit ICF with vertical steel placed per plan

3.6 EXTERIOR CONCRETE:

- A. All concrete slabs shall be provided with control joints approximately ten feet (10') apart in each direction. Control joints shall extend completely through the depth of the concrete; metal key cove may be used.
- B. All exterior concrete slabs shall be pitched to drain away from dwelling and shall not puddle (hold water) more than one-eighth inches (1/8") deep.

3.7 CONCRETE PIERS, COLUMNS, BEAMS, AND LINTELS:

Concrete piers, columns, beams, and lintels shall be designed and erected to carry the dead and live loads to be imposed on them as to size, components, and bearing, and shall be designed by a licensed engineer. All permit requirements shall be the responsibility of the contractor.

SECTION 4

4.0 MASONRY/ICF Exterior walls:

Masonry shall be in compliance with drawings, Florida Building Code and specifications herein as required.

4.1 ICF/Insulating Concrete Forms

- A. ICF forty-eight inches by sixteen inches by nine inches (48" X 16" X 9") unless otherwise specified in drawings and shall comply with the American Society for Testing Materials (ASTM).
- B. ICF block shall be staggered horizontally in vertical courses when used in wall construction.
- C. Anchorage and/or reinforcement shall be required when concrete blocks support sills, girders, joists, framing or lintels (by means of anchor bolts, straps, and/or durawall). The following requirements shall be used as minimum requirements, and may be exceeded at the direction of the design engineer.
 - 1. Anchor bolts, as required by the design engineer.
 - 2. Anchor straps for girders, joists and framing shall be at the direction of the engineer of record.

4.2 REPAIRS AND REPLACEMENTS:

- A. No masonry shall be laid when surrounding temperature is lower than forty (40) degrees Fahrenheit.
- B. All masonry repairs or replacement shall match existing or surrounding areas and be uniform.

4.3 STUCCO:

Stucco shall comply with requirements of the American Society for Testing and Materials (ASTM) and the American National Standard Institute, Inc. (ANSI).

4.4 PLASTERING:

Plastering shall comply with requirements of the American Society for Testing Materials (ASTM) and the American National Standards Institute, Inc. (ANSI).

SECTION 5

5.0 INGRESS AND EGRESS PROTECTION:

Ingress and egress protection shall be in compliance with the drawings, Florida Building Code, manufacturer's specifications and specifications herein as required. For required concrete landings and support, see specification 3.5 – C.

5.1 STEPS OR STAIRS:

- A. Steps or stairs shall not be less than three feet (3') in width.

5.2 LANDINGS:

- A. Stairs, steps and ramps shall be provided with landings at the top, at the bottom, and at any change in direction. No door shall open immediately over a step or stair. A landing shall be provided at the same elevation as the floor of the door it serves.
- B. Landings shall be no less than three feet (3') in width or length and level in grade.

5.3 RAMPS, LANDINGS AND PLATFORMS:

- A. A ramp shall be no less than thirty-six inches (36") in clear width and no greater in slope than one foot (1') of vertical height in twelve feet (12") of horizontal length.
- B. A ramp shall not change in grade from the bottom to the top, or between platforms.
- C. A ramp shall be provided with a landing at the bottom of the ramp and a platform at the top of the ramp, at intervals of no more than thirty feet (30') in length, at any change in direction of travel and at any door opening as follows:
 - 1. The bottom landing or approach to a ramp shall be no less than three feet in width by six feet in length (3' x 6') or approach to the ramp.
 - 2. The top platform of a ramp shall be no less than five feet in width by three feet (5' x 3') in length (depth or protrusion).
 - 3. Where a door opens onto a ramp, a platform shall be provided of no less than five feet (5') in length or path of travel and at the same elevation as the floor of the door it serves.
- D. Ramps and platforms shall be provided with handrails and guardrails (see spec. 5.4 and 5.5).
- E. Exterior ramps shall be made of non-slip materials.
- F. All landings or platforms shall be level in grade and no less than three feet in width by three feet (3' x 3') in length or depth.

5.4 HANDRAILS:

Handrails shall be provided, designed, and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number, and protection.

- A. Handrails shall be provided on stairs, steps and ramps rising more than thirty-eight inches (38") above a floor or grade and stairways of more than three (3) risers.
- B. The top member of a handrail shall be smooth surfaced.

- C. Handrails shall be located no less than thirty inches (30") and no more than thirty-four inches (34") above the leading edge of a tread.

5.5 GUARDRAILS:

- A. Guardrails shall be provided, designed and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number and protection and shall comply as follows:
 - 1. Guardrails shall be provided at unenclosed floor openings, landings, platforms, ramps, balconies or porches which are more than thirty inches (30") above grade, and on unenclosed sides of stairs, steps, and ramps rising more than thirty inches (30") or three (3) risers.
 - 2. Guardrails shall be provided with intermediate rails, lattice work, or ornamental pattern constructed so that a sphere six inches (6") in diameter cannot pass through.
 - 3. Guardrails on steps shall be to the height specified for handrails. All other locations shall have a minimum of thirty-six inches (36") in height.
 - 4. The top member of a guardrail shall be sanded smooth.

5.6 DOORS:

- A. All doors used for ingress and egress shall be six feet eight inches (6'8") in height and three feet (3' 0") in width and hung with a clearance around the perimeter of no less than one-sixteenth inch (1/16") and no more than one-eighth inch (1/8").
- B. All doors shall be hung in jambs and casings that are plumb and level. When jambs and casings are damaged they shall be replaced with new pre-hung jambs, casings and trim. All hardware shall be mortised true as to fit.
 - 1. New exterior pre-hung jambs shall be no less than one and one-fourth inches (1 1/4") thick with an allowance for a screen door assembly (see spec. 5.6(G)), and shall be sanded smooth and protected from weather immediately upon completion of hanging by painting or varnishing.
 - 2. Rabbitted exterior jambs shall be no less than one and one-fourth inches (1 1/4"), and shall not be rabbited to less than five-eighths inch (5/8").
- C. Exterior doors shall be solid core fiberglass, six panel, columnist or better and no less than one and three-fourth inches (1 3/4") thick and no less than thirty-six inches (36") in width,
 - 1. Exterior doors shall open to the exterior rather than the interior of a dwelling, unless local codes prohibit an exterior opening door. (Local code - they may swing either way depending on the manufacturer.)
 - 2. Exterior doors shall be weather tight and provided with three (3) four inch by four inch (4" x 4") pre-finished hinges, and aluminum or wood threshold with vinyl strip (sized to fit opening), and a keyed lock of quality equal to "Schlage A Series" lever

type or better (installed in accordance with manufacturer's specifications). A thumbed deadbolt with a minimum one inch (1") bolt is also required and shall be keyed alike.

3. Exterior doors shall be protected from weather immediately upon completion of hanging by painting.
- D. Interior doors shall be hollow core wood, birch or better, six (6) panel, columnist or better no less than one and three-eighths inches (1 3/8") thick and no less than thirty six inches (36") wide unless otherwise specified.
1. New interior pre-hung jambs shall be no less than five-eighths inch (5/8") thick and painted or varnished as to Section XV (Painting).
 2. Interior doors shall be provided with three (3) three and one-half by three and one-half inch (3 1/2" x 3 1/2") pre-finished hinges, and the proper lock (passage or privacy). Locks shall be equal to "Schlage A Series" or better, lever type to match exterior doors and shall be installed in accordance with manufacturer's specifications and ADA compliant.
 3. Interior doors shall be installed to accommodate floor covering plus approximately one-fourth (1/4) to one-half (1/2) inch for ventilation when required.
 4. Interior pocket doors shall comply with specifications for interior doors as to size, thickness, locks, clearance, and finish.
- E. Closet doors will be six panel, by-pass, bi-fold or louvered designed to fit opening and installed as to manufacturer's specifications and include a passage latch.
- F. Doors provided for areas requiring mechanical or combustible ventilation shall comply with local fire ordinances.
- G. Screen doors must be aluminum and shall be installed with either pneumatic or spring closers. A bug strip, screen guard and locking device shall be provided.
- H. Access doors or coverings for openings into crawl spaces under a dwelling and for openings into attic areas shall be as follows:
1. An interior attic access door constructed of half inch (1/2") plywood painted to match ceiling of no less than twenty-two inches by thirty-six inches (22" x 36") shall be provided in addition to one opening in the garage ceiling twenty-two inches by forty-eight inches (22"x 48") with pull down stairs.
 2. Access door shall be tightly fitted.

5.7 WINDOWS:

- A. Windows shall include framing, locks, casing, sills, trim, screens, and weather protection, PGT or equivalent. Bathroom windows shall be obscured glass to five feet (5') above the floor. The Florida Building Code is also applicable to windows that are near doors and shower areas that require tempered glass.

1. Windows shall be sized to fit openings unless otherwise specified in work write-up.
 2. All windows exposed to weather shall be provided with flashing above window and caulked around the perimeter.
 3. Windows shall be caulked between framed opening and window upon installation and caulked around perimeter of window after installation.
 4. Windows shall comply with the light, ventilation, and egress requirements of the Florida Building Code.
 5. Windows shall be provided with proper locks and shall have the capability to remain in the open position desired without the use of props.
- B. All windows shall be provided with sill of solid surface or cultural marble.
- C. Windows shall be Low Solar Gain Low-E glazed aluminum Miami Dade compliant, impact resistant, with self-storing screens, and installed in accordance with manufacturer's specifications. Sills are required under Item (B). Trim around window as needed to provide a complete installation, with no noticeable defects in materials or workmanship. Colonial finish, front elevation only.
- E. Window screens shall be aluminum frame with either a charcoal fiberglass screen mesh or not less than eighteen by fourteen (18 x 14) strands per inch with a strand diameter of .011 or an aluminum mesh. Screen shall be stored and protected (not installed) until all exterior work and painting is completed.

SECTION 6

6.0 FRAMING:

Framing shall be in compliance with the drawings, the Florida Building Code and specifications herein as required.

6.1 FRAMING:

Compliance with the work write-up, the Florida Building Code and specifications herein as required.

6.2 WALL FRAMING:

- A. Studs shall be two inches by four inches (2" x 4") unless plumbing requires two inches by six inches (2" x 6") for passage of pipes. Maximum spacing shall be twenty four inches (24") on center
- B. Unless reinforced, studs shall not be notched more than one-fourth (1/4) of their depth, or drilled through the wide face more than one and one-fourth inch (1 1/4") in a four inch (4") stud or two inches (2") in a six inch (6") stud.

- C. Block walls shall be furred out with one inch by two inch (1" x 2") pressure treated wood. Furring shall be nailed into block walls sixteen inches (16") on center into the solid portions of the block.

6.3 CLOSETS:

- A. Clothes closets shall be sized with a minimum interior depth of two feet (2') and shall have a door. (See spec.6.2(C)).
 - 1. A closet shelf shall not be higher than six feet (6') from the floor and shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").
 - 2. A closet rod for clothes hanging shall not be higher than five feet (5') above the floor and shall support ten (10) pounds per linear foot with a vertical deflection of not more than one-fourth inch (1/4").
 - 3. There shall be a clearance between the shelf and rod of no less than two inches (2").
- B. Linen closets shall be no less than twelve inches (12") in depth and width and shall have at least four (4) shelves, and shall have a door.
 - 1. Shelves shall be spaced no less than twelve inches (12") apart with the top shelf no higher than six feet (6') above the floor and the bottom shelf no less than twelve inches (12") above the floor.
 - 2. Shelves shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").

6.4 ROOF AND CEILING FRAMING:

- A. Roof trusses, when provided, shall be engineered by a licensed truss manufacturer and stamped by the manufacturer, to assure structural integrity.
- B. Eaves shall extend at least twenty four inches (24") from vertical wall & be constructed according to the drawing and codes.
 - 1. Soffit materials shall be rib-wire lath & stucco no less than three-quarter inch (3/4") thickness, or twelve inch (12") wire.
 - 2. Fascia material shall be cedar or approved equal.
 - 3. Eave ventilation shall comply with the Florida Building Code for non-vented attic space.

SECTION 7

7.0 ROOFING:

Roofing shall be in compliance with the work write-up, the Florida Building Code, manufacturer's specifications and specifications herein as required. SRI (Solar Reflectance Index) value must be a 29 or greater.

7.1 ROOFING REQUIREMENTS:

All roofing conducted shall conform to Florida Building Code, Hurricane Mitigation Retrofits as identified by Rule 9B-3.0475.

- A. Scheduling of roofing inspections shall be the responsibility of the contractor, allowing a minimum of twenty four (24) hours for coordination of inspections or as directed by the local building official.
- B. Roofing shall not be done during inclement weather.
- C. Roofing shall include all underlayment, felt shall be minimum thirty pound (30 lb.), all metal flashing, and all roof coverings as follows:
 - 1. Sheathing shall consist of five-eighth inch (5/8") CDX plywood. Sheathing shall be exterior grade material only. A sheathing inspection shall be performed by the building inspector prior to installation of shingles. All sheathing shall be nailed according to the latest edition of the Florida Building Code
 - 2. Metal flashing, valley flashing, chimney flashing, wall flashing, counter flashing, cantstrips, chimney crickets and flashing all protrusions through the roof such as pipes, vents and stacks.
 - 3. Roof covering shall be fiberglass shingles.

7.2 FIBERGLASS SHINGLES:

Fiberglass shingles shall be minimum Architectural Grade and provided for all dwellings having a pitch of three-twelfths (3/12) or more, and shall be installed according to manufacturer's specifications.

- A. Fiberglass shingles shall be no less than a Class "A" fire and wind rating nor less in weight than two hundred fifteen (215) pounds per square (100 sq. ft.) and shall be provided with no less than a thirty (30) year limited warranty, and shall be attached with a minimum of six (6) fasteners per three (3) tab shingle. Roof felt shall be minimum thirty (30) lb..
- B. Color shall be SRI (Solar Reflectance Index) value of 29 or greater.

7.3 VENTILATION:

- A. Ventilation or non-ventilation of attic space shall be according to the Florida Building Code and specifications set by the architect for a sealed conditioned attic.

SECTION 8

8.0 EXTERIOR WALLS:

Exterior wall shall comply with the engineered drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

8.1 EXTERIOR WALL REQUIREMENTS:

- A. Exterior walls shall provide safe and adequate support for all loads imposed upon them, and prevent the entrance of water or excessive moisture (see spec. 10.2).
- B. Stucco thickness shall be according to drawings.

SECTION 9

9.0 INTERIOR COVERINGS:

Interior coverings shall be in compliance with the drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

9.1 WALLS AND CEILINGS:

- A. Plaster or drywall may be used. See Section X (Insulation) and Section XV (Painting).

9.2 DRYWALL:

- A. Drywall shall be no less than one-half inch (1/2") in thickness and shall include metal corner beads, taping, finishing, and all trim moldings.
- B. Drywall shall not be fastened nor glued directly to masonry walls.
- C. Ceilings in bathrooms shall be smooth finish with enamel paint. All other ceilings shall be finished in the following manner: knockdown only.
- D. All Walls shall be smooth finish.
- E. Moisture proof sheetrock (Dura-rock) shall be used on walls surrounding plumbing fixtures including entire shower or bath area.

9.3 TILE FLOORING:

- A. All living space shall be tile with the exception of all bedrooms and bedroom closets.
- B. Tile flooring shall meet FHA standards and be installed to comply with manufacturer's specifications and recommendations. Flooring in kitchens and bathrooms and marked area on drawings must be tile.
- C. Owner/City shall have a choice of style and color with in bid price range. One dollar to one dollar and 25 cents (\$1.00- \$1.25) per sq. ft – not installed.

9.54 BAMBOO WOOD FLOORING:

- A. All bedrooms and bedroom closets shall be pre-finished solid or engineered bamboo wood flooring installed according to the manufactures specifications and with a JANKA hardness rating of twenty-eight hundred to three thousand (2800 to 3000).
- B. Owner shall have the choice of color.

SECTION 10

10.0 INSULATION:

Insulation shall be in compliance with the work write-up, Florida Building Code and specifications herein as required.

10.1 CEILING INSULATION

Closed cell spray icynene foam insulation on underside of roof decking.

- A. All attic area above living area shall be conditioned space with the underside of the roof decking coated with icynene foam insulation.
- B. A certification sticker shall be affixed to the access opening upon completion.
 - 1. Sticker shall state the type of insulation and "R" rating and shall be dated and signed by the Contractor upon completion.
 - 2. The contractor shall not sign or date the certification sticker until he has inspected the work and is assured of its compliance with manufacturer's specifications.
- C. Exception: Dwellings with flat roofs or other ceiling areas where installation is impractical shall be insulated only when the ceiling or roof covering is removed.

10.2 WALL INSULATION:

- A. Wall insulation with a rating of no less than "R 20" shall be provided in all exterior walls of a dwelling when using ICF construction. All wall penetrations shall be filled using a low VOC sealant or weather stripping.

10.3 PLUMBING INSULATION:

All water pipes exposed to weather shall be insulated unless buried twelve inches (12") below the ground or under dwellings with a continuous foundation wall. Insulation shall be foam sleeve, securely installed.

SECTION 11

11.0 CABINETS:

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

11.1 CABINET REQUIREMENTS:

- A. Cabinets shall be raised panel standard in size, style and finish and shall include doors, drawers, hinges, handles and closures, and be securely installed.
- B. Wall and base cabinetry shall be constructed of no less than three-eighths inch (3/8") thick plywood or approved solid wood with wood veneer. Pressed board or engineered wood is not acceptable.
- C. Shelves shall not be less than three-eighths inch (3/8") thick and support no less than twenty-five (25) pounds per linear foot.
- D. Vertical surfaces of cabinets (front, sides, doors, and drawers) shall be clad with plastic laminate or sealed with varnish, shellac, lacquer, polyurethane or oil based enamel paint.
- E. Base cabinets and vanities which abut a wall shall be provided with back splashes, including side splashes for corner walls. Solid surfaces are a significant step up in cost from laminates. An in between option is a plywood and solid surface composite. This type of countertop consists of a plywood backing with a thick solid surface layer on top. By reducing the amount of polymer material needed because the solid polymer layer is thinner, the cost of the kitchen countertops can be reduced while still providing the look and feel of a thicker solid surface.
- F. All interior surfaces shall be painted with low VOC paint or moisture protective finish. No use of Urea-Formaldehyde (UF).
- G. Owner shall have choice of at least two (2) colors and types of finish.

11.2 VANITY CABINETS:

- A. Imitation molded marble top with integral sinks shall be used for vanity top.
- B. Vanity cabinets shall be no less than thirty inches (30") nor more than thirty-four inches (34") in height. Width shall be a minimum of thirty inches (30"), space permitting, and not less than twenty inches (20") wide in any case.
- C. No use of Urea-Formaldehyde (UF).

11.3 KITCHEN BASE CABINETS:

- A. Counter top shall be no less than twenty-five inches (25") in depth, width or protrusion. Counter top shall include a back splash around any perimeter abutting a wall of no less than four inches (4") in height.
- B. Base cabinets, including counter tops shall be thirty-six inches (36") in height, and toe recess shall be provided.
- D. Drawers shall be provided in at least one base cabinet. Drawers shall be at least twenty-one inches (21") long and five and one-fourth inches (5 1/4") deep.
- E. No use of Urea-Formaldehyde (UF).

11.4 KITCHEN WALL CABINETS:

- A. Wall cabinets shall be no less than twelve inches (12") in depth. No use of Urea-Formaldehyde (UF).
- B. Wall cabinets installed over a counter or base cabinet shall be installed no less than fifteen inches (15") or more than eighteen inches (18") above the counter or base cabinet.
- C. Cabinets shall be no less than the following vertical lengths:
 - 1. over base cabinets, thirty inches (30").
 - 2. over range or sink (if specified on plans), twenty inches (20").
 - 3. over refrigerator, fifteen inches (15").

11.5 APPLIANCES:

All appliances provided for the same home are to be the same brand and three color choices (white, bone or black). The City will not accept any Frigidaire brand appliances.

- A. Refrigerators shall be a minimum of eighteen (18) cubic feet in size, frost free, 2 adjustable shelves minimum, top freezer model, five year warrantee on compressor, cords included and Energy Star rated.
- B. Range shall be electric, free standing with anti-tip bracket, conventional, thirty (30) inch wide, smooth glass top with 2 large burners & 2 small burners, window in oven door, storage drawer below, self cleaning, oven light, cord included and Energy Star rated.
- C. Range hood, electric, thirty (30) inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, mitered side and hemmed bottom edge for safety & easy cleaning.
- D. Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included and Energy Star rated.

SECTION 12

12.0 PLUMBING:

Plumbing is to be in compliance with the drawings, Plumbing Codes, manufacturer's specifications, and specifications herein as required

12.1 PLUMBING REQUIREMENTS:

- A. Plumbing workmanship shall conform to generally recognized and accepted good practices of the plumbing trade.
- B. The contractor shall be responsible for layout and installation of all plumbing.

- C. Shut-off valves shall be installed on water lines at each fixture, except bathtubs and showers. All installations shall include new materials, faucets, supply tubes, waste and vent plumbing, and or new toilet seats.

12.2 PLUMBING FIXTURES:

- A. Bathtubs shall be white enameled steel equal to American Standard, Crane or Kohler, or equivalent.
 - 1. Bathtubs shall be no less than sixty inches long by thirty inches wide by fifteen inches deep (60" x 30" x 15").
 - 2. The bottom surface of a bathtub shall be slip resistant.
 - 3. Backing for grab bars shall be installed to sustain a dead load of two hundred and fifty (250) pounds for five (5) minutes. Backing for grab bars shall be installed in all bathrooms thirty-one (31") to thirty-eight inches (38") above the concrete floor along back wall of the tub at least fifty-two inches (52") long.
- B. Waterclosets shall be elongated, white vitreous china equal to American Standard, Crane or Kohler, or equivalent with white toilet seat.
 - 1. Water closets shall be no less than fourteen inches (14") high from finished floor to rim.
 - 3. Waterclosets shall include back flow preventer water control with volume regulator, flush valve and trip lever.
 - 4. Waterclosets shall be high efficiency designed to have a dual flush option and utilize not more than one point one (1.1) gallons of water per flush for liquid flush and one point six (1.6) gallons of water per flush for solids.
- C. Lavatories shall be vanity type not less than eighteen inches (18") round, space permitting. A one-piece molded lavatory and vanity top may be installed.
- D. Laundry shall have hot and cold water supply and drainage for a washing machine.

12.3 KITCHEN SINKS:

Kitchen sinks shall be double compartment, insulated stainless steel with washerless fittings, and be not less than thirty-three inches by twenty-two inches by eight inches (33" x 22" x 8"). Sink faucet shall be of the water saver type point five to one (.5-1.0) gal per minute.

12.4 FITTINGS:

- A. Bathtub, shower, and lavatory faucets may be single or double control and shall be washer less type equal to American Standard, Crane or Kohler.
- B. Shower heads shall be designed to utilize no more than one point five (1.5) gallons of water per minute.

12.5 WATER LINES:

Water lines shall be copper & properly insulated and protected from weather and freezing, see spec. 10.3.

12.6 WATER HEATER: 3 options

Option 1:

A glass lined, quick recovery electric water heater connected to a time clock shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 2:

A glass lined, quick recovery electric water heater with a standalone heat pump shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 3:

Solar heated panel mounted on roof with an eighty (80) gal water heater installed in garage. (roof trusses must reflect this added load on plans)

SECTION 13

13.0 ELECTRICAL:

Electrical shall be in compliance with the drawings, the Florida Building Code, the National Electric Code (latest edition adopted by the local government), policies of local Utility Company and specifications herein as required.

13.1 ELECTRICAL REQUIREMENTS:

- A. Any dangerous or improperly installed electrical components or equipment shall be reported to the Housing Construction Specialist and repaired or replaced as to work write-up or change order.
- B. Electric service shall be no less than two hundred (200) amps and shall include the appropriate breaker panels, circuits and circuit breakers and shall be properly grounded.
- C. All electrical wires, junctions, boxes, fixtures, etc. shall be properly installed and fastened to dwelling.
- D. Bathrooms shall have a GFI receptacle located in accordance with all requirements of the National Electrical Code.

E. Bedrooms to have a double switch at doorway to operated ceiling fan and one outlet along the bedroom wall.

F. Laundry room/area shall have electrical service 220/240 volts for a clothes dryer and 110/120 for a washing machine.

13.2 SMOKE ALARMS:

A. Smoke alarms shall be located in each bedroom and central hallway, and installed per manufacturer's instructions. All smoke detectors shall be hardwired in sequence on a dedicated circuit and have battery backup.

13.3 LIGHTING: LED or Fluorescent bulbs

A. All lighting shall be permanent fixtures, wall switch controlled. Unless otherwise indicated on the write-up or drawing, fixtures shall be ceiling mounted (except bathroom).

B. Bathroom lighting shall be wall-mounted above the lavatory and a fixture in the ceiling unless otherwise indicated, and shall be not less than one hundred (100) watts total. All bulbs shall be either fluorescent or LED.

E. Kitchen lighting shall be according to the drawings.

13.4 VENTILATION:

A. Exhaust fans, energy star rated, for kitchen or bathroom shall be properly vented through the soffit, unless otherwise noted. Each bathroom shall have an exhaust fan. Exhaust fan must be energy star rated.

13.5 CARBON MONOXIDE DETECTORS

A. Carbon Monoxide Detectors shall be installed as per Rule 9B-3.0472

For purposes of this rule, the following definitions shall apply:

CARBON MONOXIDE ALARM. A device for the purpose of detecting carbon monoxide, that produces a distinct audible alarm, and is listed or labeled with the appropriate standard, either ANSI/UL 2034 - 96, Standard for Single and Multiple Station CO Alarms, incorporated herein by reference, or UL 2075 - 04, Gas and Vapor Detector Sensor, incorporated herein by reference, in accordance with its application. Both documents may be obtained by writing to: Codes and Standards Section, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

FOSSIL FUEL. Coal, kerosene, oil, fuel gases, or other petroleum or hydrocarbon product that emits carbon monoxide as a by-product of combustion.

B. Every building having a fossil-fuel-burning heater or appliance, a fireplace, or an attached garage shall have an operational carbon monoxide alarm installed within 10 feet of each

room used for sleeping purposes.

- C. Alarms shall receive their primary power from the building wiring when such wiring is served from the local power utility. Such alarms shall have battery back up.
- D. Combination smoke/carbon monoxide alarms shall be listed or labeled by a Nationally Recognized Testing Laboratory.
- E. Carbon monoxide detectors shall be installed outside the garage entry door between the garage and living space.

SECTION 14

14.0 HVAC:

HVAC shall be in compliance with the work write-up, electrical, gas and mechanical, the Florida Building Code and energy codes, manufacturer's specifications and specifications herein as required. Heating units are to be operational at the final inspection.

14.1 AIR CONDITIONING:

- A. The air conditioning unit serving every habitable room in a dwelling unit, including bathrooms and halls, shall be capable of maintaining a temperature of at least sixty-five (65) degrees Fahrenheit at three feet (3') above the floor on the coldest day of the year.
- B. A/C unit must be Energy Star rated with a min. SEER rating of 16.
- C. HVAC units shall be installed by licensed HVAC contractors and installed in a conditioned space inside the home. (not to be installed in conditioned attic space)
- D. Provide an A/C Condenser Security cage (Suggested, 3 way adjustable, W x D adjustable 30 to 51 in, H adjustable 34 to 59 in. - Manufacturer, AC Guard Security Cage Mfr. Model # ACGU distributors web site- (www.ac-guard.com/distributor.html). Expand the slab to hold the condenser and the cage with additional space for garbage can storage.

14.2 HEATING UNIT DESIGN AND CALCULATIONS:

- A. BTU (British Thermal Units) shall be used to figure the amount of the cool load.
- B. Air systems shall include ductwork and appropriate supply and return vents to distribute air evenly throughout the dwelling. Air supply vents shall have a closeable register in each room. A digital programmable thermostat shall be located appropriately to control temperature evenly throughout the dwelling.
- C. All electric heating units shall be heat pump units having a minimum SEER rating of sixteen (16) with an emergency ten kilowatt (10k) heat strip and Energy Star rating. Trane or equivalent.

14.3 DUCT SYSTEM:

- A. All duct work shall be properly sealed using mastic at all connections.

SECTION 15

15.0 PAINTING AND FINISHING:

Painting and finishing shall be of low VOC and in compliance with the drawings, the manufacturer's specifications, and the specifications herein as required.

15.1 PREPARATION:

- A. Preparation shall include the following: cleaning, sanding, scraping, filling holes and cracks, caulking, sealing, pressure treating, moisture proofing and protection of surfaces and surrounding areas.
- B. Prepare surfaces prior to applying paint, stain, varnish, etc. as follows:
1. Foreign material shall be removed.
 2. Holes, cracks, and indentations shall be properly filled, surfaces scraped, cleaned, and sanded uniformly smooth.
 3. Porous surfaces, chalky surfaces, masonry, such as block, stucco, and concrete slabs, shall be cleaned and sealed before painting.
 4. Proper precautions shall be taken by the contractor and his painters to protect all surrounding surfaces, flooring, and landscaping from possible damage and paint splattering. Any damage to personal property shall be repaired at the contractor's expense.

15.2 APPLICATION OF PAINT:

- A. Paint shall be applied to a mil thickness of no less than five (5) mils per coat.
- B. For two (2) or three (3) coat application, the first coat shall be prime coat or sealer coat, as applicable.
- C. A minimum of two (2) coats of paint shall be applied to new surfaces. Additional coats may be required to obtain full coverage.
- D. Bathroom and kitchen walls shall be painted with enamel semi-gloss washable paint.
- E. Interior and exterior wood surfaces shall be covered with oil base or latex paint unless otherwise directed by the drawings. All pressure treated wood shall be painted with oil based paint.

15.3 APPLICATION OF STAIN, SEALER:

- A. Stain shall be applied evenly to obtain selected shade.
- B. Varnish or shellac shall be sanded smooth between coats.

15.4 SELECTION:

- A. Contractor shall assure that paint selected is appropriate for surface (masonry, exterior wood, etc.).
- B. Owner's choice shall be documented in order to avoid disputes regarding color.

15.5 LEAD BASED PAINT:

- A. Lead based paint shall not be applied to any dwelling, interior or exterior. Lead based paint is defined as paint containing more than 0.05% lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- B. All OSHA requirements regarding safety of workers shall be the responsibility of the contractor.

SECTION 16

As per Section 2.2, the work site shall be graded to blend with the surrounding area.

16.0 LANDSCAPE:

- A. The entire lot (from edge of pavement to rear property line) shall be sodded with bahia.
- B. Four (4) trees per lot shall be installed. The lot shall have two (2) live oak trees, one (1) in front yard and one in rear yard. Each lot shall also have two (2) crepe myrtles, one in the rear yard and one in the front yard. All trees shall meet the landscape code requirement of the City' Landscape Code.
- C. There shall be fencing provided around the A/C and garbage pad.

Attachment 2

Listing of Addresses & Legal Description of Sites for New Home Construction

<u>NSP #</u>	<u>Address</u>	<u>Legal Description</u>	<u>Zip Code</u>
NS-001	681 SW Addie St	L8, B147, S27	34983
NS-002	351 SW Voltair Ter	L11, B639, S13	34984
NS-003	2202 SE Sidonia St	L11, B90, U5	34952
NS-005	373 SW Nativity Ter	L3, B666, S13	34984
NS-006	750 NW Placid Ave	L29, B28, S25	34983
NS-012	1633 SW Morelia Ln	L5, B1069, S9	34953
NS-015	1633 SW Diamond St	L8, B1230, S20	34953
NS-017	1437 SW Goodman Ave	L30, B1196, S8	34953
NS-023	2221 SW Savage Blvd	L15, B1771, S35	34953
NS-026	649 NW Bayshore Blvd	L14, B31, S25	34983
NS-027	1831 SW Norman Lane	L6, B673, S13	34984
NS-038	696 SW Heather St	L11, B147, S27	34983
NS-042	1279 SW Avens St	L30, B166, S4	34983
NS-059	1568 SE Faculty Ct	L16, B3297, S49	34952
NS-071	470 SW Asbury Lane	L1, B248, S6	34983
NS-075	1929 SE Redwing Cir	L16, B201, U15	34952
NS-088	1573 SE Faculty Ct	L12, B3297, S49	34952
NS-100	2222 SE Sidonia St	L12, B90, U5	34952
NS-104	1702 SE Biddle Ln	L18, B563, S13	34984

NS-115	141 NE Surfside Ave	L6, B479, S26	34983
NS-125	502 NW Sherbrooke Ave	L12, B50, S25	34983
NS-127	508 NW Avon St	L18, B112, S27	34983
NS-133	441 NW Concord Drive	L11, B23, S25	34983
NS-136	1699 SE Casella Court	L11, B3300, S50	34952
NS-137	1054 SE Euclid Ln	L22, B402, S3	34983
NS-140	1715 SW Taurus Ln	L2, B559, S13	34984
NS-141	2017 SW Burlington St	L3, B675, S18	34984
NS-148	2401 SW Mariposa Ave	L4, B1554, S30	34952
NS-152	601 SW Seagull Ter	L30, B1140, S9	34953
NS-157	782 SW Duxbury Ave	L20, B231, S28	34983
NS-500	1967 SW Sylvester Lane	L12, B672, S13	34984

**SECTION II
TIME OF PERFORMANCE**

The initial term shall commence on October 1, 2012 and continue for two (2) years thereafter until September 30, 2014. In the event all work required in the proposal specifications has not been completed by the end of the contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor at no additional cost to the City until all work specified in the RFP has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor for a completed home will be determined by the contracted price per square foot (listed below) per type of home requested along with the total of all variables required for each lot. The Contractor will quote on each designated type home on the specified lot. After negotiation, final pricing with all variables will be presented to Council for approval along with a contract. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XIII. Payment will be made in the following manner:

Contracted pricing per square foot:

Type 1 - \$69.89 Type 2 - \$60.44 Type 3 - \$58.59

Home Type:

- 1.) three bedroom, two-bathroom, 1200 square foot with single car garage of 300 sq ft, for a total of 1500 sq ft; and
- 2.) three bedroom, two-bathroom, 1500 square foot with double car garage of 400 sq ft, for a total of 1900 sq ft; and
- 3.) four bedroom, two-bathroom, 1800 square foot with double car garage of 400 sq ft, for a total of 2200 sq ft.

Before issuance of final certificate, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the Specifications, and of all claims by the Contractor except those previously made and still unsettled.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu

thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City'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.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by CONTRACTOR qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120030 for New Construction of Single Family Housing shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide

coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

The Contractor shall also be required to provide Builders Risk while the buildings are under construction for the face value of the home.

The Contractor shall also provide Professional Liability Insurance coverage.

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: A Performance and Payment Bond shall be required if the annual contract award exceeds \$250,000.00. The Performance and Payment Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
HUD CONTRACT PROVISIONS**

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). A copy of those provisions is included in Exhibit A attached hereto and made a part hereof.

**SECTION VIII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

**SECTION XIX
FIELD CHANGES**

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION X
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done, are to comply with all local state and federal laws and regulations.

**SECTION XI
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION XII
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed the Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve the Contractor of the responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall govern.

**SECTION XV
LICENSING**

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Contractor warrants that all licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVII
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate the Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. The Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in

completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractors in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XIX LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said

materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XXII
RENEWAL OPTION**

The initial Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

**SECTION XXIII
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of DE LA HOZ BUILDERS, INC.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

EXHIBIT A [to contract]

HUD Section 3 Regulations: The work to be performed under this contract is subject to the following requirements:

- 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 regulations 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 commitments 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 qualification 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.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NSP Vicinity Hiring Requirements: If the housing site is located in the NSP3 "vicinity," the work to be performed under this contract is subject to the following requirements:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:

Census Tract 2005, Block Group 2:

Bordered on the West by Florida's Turnpike, on the North by Prima Vista Blvd., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.

- b) To ensure compliance with ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and have been certified by the Vicinity Hiring Certification.
- c) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small businesses owned and operated by persons residing in the vicinity.
- d) The Contractor is strongly encouraged to provide listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

ATTACHMENT 1

RFP 20120030

NSP

NEW CONSTRUCTION PROGRAM

STANDARD SPECIFICATIONS

Prepared by
Port St. Lucie &
Revised from the St. Lucie County
Community Services Housing Division
Revised 8/30/2011

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SECTION 1

GENERAL

- 1.0 SCOPE of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the new construction of the property identified in the work write-up.
- 1.1 VALIDITY: If any part of this document is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this code.
- 1.2 THESE SPECIFICATIONS shall be followed by the contractor and all subcontractors performing work on each new home construction project and are a part of each Contract for New Construction.
- 1.3 THE CHANGE ORDER shall take precedence over the specifications when in conflict as to the material, equipment, workmanship, etc. The Housing Construction Specialist shall make the final determination when a conflict exists.
- 1.4 ANY DRAWINGS included with the work write-up are for illustration and may not be exact or to scale. (See spec. 1.7)
- 1.5 TRADE NAMES or brand names are used in the Basic Specifications to establish quality, style or type of equipment or material required.
- 1.6 THE TERMS "EQUAL" OR "BETTER" allow for substitutions as to the trade name. The determination of equal or better shall be made by the Housing Construction Specialist. Installation of substitutions without prior approval shall be at the Contractor's risk.
- 1.7 THE CONTRACTOR shall be responsible for all applicable building permits and fees, connection details required for permitting, utilities and sanitation facilities, exact dimensions and construction details, and for acts and omissions of his employees and subcontractors and shall employ only qualified persons, skilled in the job to which he is assigned.
- 1.8 SUBCONTRACTORS shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor from full responsibility under the contract nor responsibility to the owner for the proper completion of all work to be performed under the contract. The General Contractor shall not be released from his responsibility by a sub contractual agreement he may make with others.
- 1.9 CHANGES proposed by either the contractor or the owner shall be in writing and agreed to by the contractor, the owner, and the Housing Construction Specialist, before any change in work is started. No change orders will be issued except for code related items discovered after the work has commenced, unless determined necessary by the Housing Construction Specialist.

- 1.10 **MATERIALS** shall be new, in good condition and of the grade required by the specifications. Materials damaged in shipment or prior to owner's acceptance shall be replaced at the contractor's expense.
- 1.11 **WORKMANSHIP** shall be done in accordance with the trades standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship".
- 1.12 **DAMAGED**, deteriorated, loose, or missing items shall be reported to the Housing Construction Specialist who will determine whether the item will be repaired or replaced. Any damage resulting from the contractor's work shall be repaired or replaced by the contractor at no additional cost to the agency or owner.
- 1.13 **CODES**: All work performed shall be in accordance with all locally applicable codes, laws, regulations, and rules such as: HUD's Housing Quality Standards for The Section 8 Existing Housing Program; Federal, State and local Codes; Manufacturer's Specifications and recommendations for Installation; Title X standards regarding lead based paint; and Florida Statute 469 regarding asbestos.
- 1.14 **BUILDING OFFICIAL** shall mean the locally appointed Building Official and/or his appointed assistant(s).
- 1.15 **QUANTITIES** may be provided as an estimate in determining the area to be covered, repaired, replaced, or installed. This estimate is not intended to be an exact determination of the amount of material required. Actual field dimensions and verifications shall be the responsibility of the contractor.
- 1.16 **HOUSING CONSTRUCTION SPECIALIST** shall mean the person(s) assigned by the Port St. Lucie Building Department to perform housing contract performance inspections and supervision of work. Such person(s) are not a party to housing contracts.
- 1.17 **APPLICABILITY**: Section II of this document applies to all work performed under the local housing program, whether indicated in the work write-up or not. Instructions in other sections are applicable only when the contract documents require a work item to be provided as described in the specification.
- 1.18 **REPLACE** shall mean to remove the existing and install a new replacement.

SECTION 2

2.0 SITE WORK AND INSPECTIONS:

Site work and inspections shall be in compliance with the work write-up, the Florida Building Code, Port St. Lucie Code of Ordinances and specifications herein as required.

2.1 ADJACENT PROPERTY:

When adjacent property is affected by contract work, it shall be the contractor's responsibility to take whatever precautions are necessary for the protection of the adjacent property and to notify the owner thereof prior to such actions.

2.2 FINAL CLEAN UP:

Upon completion of construction, the entire premises shall be cleaned and cleared, with debris removed and interior left clean. Provisions for the clean up of lead paint chips or dust shall be the responsibility of the contractor. The work site premises shall be graded to blend with the surrounding area.

2.3 MANDATORY INSPECTIONS:

- A. The contractor shall notify the Housing Construction Specialist and the Building Official when work is ready for inspection.
- B. Inspection requests shall be made to the offices of the Housing Construction Specialist and the Building Official and the Contractor shall provide a minimum of 24 hours notice when ordering an inspection.
 - 1. Rejection or refusal by the Housing Construction Specialist or the Building Official to approve the work for reasons of in-completeness, code violation or inadequacy shall nullify that request for inspection. Any charge for re-inspection shall be the responsibility of the Contractor.
 - 2. The responsible contractor in charge of the work shall have inspected the work and found it to be in compliance with Code and Contract requirements before a request for inspection is made.
 - 3. Electric, plumbing, roofing and mechanical subcontractors shall be present or represented at their respective inspections.
- C. No work shall be done on any part of a building or structure beyond the point indicated herein until such inspection has been made, approved, and signed off for each successive step of construction as indicated, but not limited to each of the following:
- D. No reinforcing steel, structural work, plumbing, electrical, mechanical, gas or roofing shall be covered or concealed in any manner whatsoever without the approval of the Building Official and/or Housing Construction Specialist. The Housing Construction Specialist and the Building Official reserve the right to request the removal of any covered installation and the cost of re-installation or items or materials shall be borne by the Contractor.
- E. The Housing Construction Specialist reserves the right to conduct tests to determine compliance with codes and specifications, including, but not limited to, tests of materials and strengths (for example, grab bar thrust resistance). Damage to the property resulting from the failure of work to meet required strength, resistance or other performance standards shall be corrected by the contractor at his own expense.

2.4 PEST CONTROL INSPECTION:

- A. The general contractor shall obtain a local licensed pest control operator for the extermination of pests and insects when required by contract documents or local building department.

- B. Exterminators and exterminating procedures shall be in compliance with State and Federal regulations, such as State Law Chapter 482 and HRS Chapter 10D-55 Entomology and local building code.
- C. Upon completion of work, a certificate of extermination and one-year warranty signed by the licensed operator shall be provided to the owner, with a copy to the Housing Rehabilitation Program.

SECTION 3

3.0 CONCRETE:

Concrete shall be in compliance with the contract documents, Florida Building Code, and Fill specifications, herein as required:

3.1 SOIL AND COMPACTION:

- A. Concrete footings and slabs shall be poured on undisturbed soil or soil compacted to a minimum of ninety five percent (95%) of standard laboratory density, or as directed by a licensed structural or foundation engineer.
- B. Areas to receive fill shall be free of vegetation, rocks, debris, deleterious and foreign materials and graded to drain away from building.
- C. Fill may be provided, if available, at no cost to the contractor, in that event trucking will be the builder's responsibility

3.2 CONCRETE CONSTRUCTION:

- A. Concrete shall be ready-mixed concrete of no less than two thousand five hundred (2,500) pounds per square inch (PSI) strength in twenty-eight (28) days.
 - 1. Ready-mixed concrete shall be certified by delivery ticket as to component mixture and any additional components (water, etc.) added at job site shall be written on the ticket.
 - 2. No concrete shall be re-tempered after it has taken an initial set or deposited more than one and one-half (1 1/2) hours after mixing.
 - 3. No concrete shall be poured when surrounding temperature is lower than 40 degrees Fahrenheit.
- B. Areas to receive concrete, either formed or unformed, shall be squared, leveled and plumbed prior to pouring. The complete formed area shall be poured in one continuous pour. Cold joints will not be allowed.
- C. When forms are used they shall be of sufficient strength and properly braced to resist movement.
- D. Grade stakes and/or key cove shall be used to control concrete depths in larger irregular concrete pours.

3.3 CONCRETE FINISH:

- A. Concrete shall be finished level to avoid ponding of water.
- B. Interior concrete shall be smooth trowel finished and sealed or as required by the architect.
- C. Exterior concrete walkways shall be broom finished perpendicular to path of travel.
- D. Exposed edges of all concrete shall be edged with edging trowel.

3.4 CONCRETE FOOTING:

- A. Concrete footing design, connection details and other permit requirements shall be designed by a licensed engineer and shall be the responsibility of the contractor when new footings are required.

3.5 CONCRETE SLABS:

- A. Concrete slabs shall be no less than four inches (4") thick. For interior floor slabs, a minimum of six (6) mil polyethylene (visqueen) vapor barrier shall be installed between ground and concrete.
- B. All concrete slabs shall be reinforced with fiber mesh placed as required by the architect.
- C. All exterior steps, ramp landings, or stairs shall rest upon a poured concrete slab, extending a minimum of four inches (4") out from sides and back of steps, with an apron extending thirty-six inches (36") out in front of steps. Steps, as well as handrails (when required) shall be anchored to concrete.
- D. Perimeter of slab shall be recessed one and one-half inches by nine inches (1 ½" x 9") to fit ICF with vertical steel placed per plan

3.6 EXTERIOR CONCRETE:

- A. All concrete slabs shall be provided with control joints approximately ten feet (10') apart in each direction. Control joints shall extend completely through the depth of the concrete; metal key cove may be used.
- B. All exterior concrete slabs shall be pitched to drain away from dwelling and shall not puddle (hold water) more than one-eighth inches (1/8") deep.

3.7 CONCRETE PIERS, COLUMNS, BEAMS, AND LINTELS:

Concrete piers, columns, beams, and lintels shall be designed and erected to carry the dead and live loads to be imposed on them as to size, components, and bearing, and shall be designed by a licensed engineer. All permit requirements shall be the responsibility of the contractor.

SECTION 4

4.0 MASONRY/ICF Exterior walls:

Masonry shall be in compliance with drawings, Florida Building Code and specifications herein as required.

4.1 ICF/Insulating Concrete Forms

- A. ICF forty-eight inches by sixteen inches by nine inches (48" X 16" X 9") unless otherwise specified in drawings and shall comply with the American Society for Testing Materials (ASTM).
- B. ICF block shall be staggered horizontally in vertical courses when used in wall construction.
- C. Anchorage and/or reinforcement shall be required when concrete blocks support sills, girders, joists, framing or lintels (by means of anchor bolts, straps, and/or durawall). The following requirements shall be used as minimum requirements, and may be exceeded at the direction of the design engineer.
 - 1. Anchor bolts, as required by the design engineer.
 - 2. Anchor straps for girders, joists and framing shall be at the direction of the engineer of record.

4.2 REPAIRS AND REPLACEMENTS:

- A. No masonry shall be laid when surrounding temperature is lower than forty (40) degrees Fahrenheit.
- B. All masonry repairs or replacement shall match existing or surrounding areas and be uniform.

4.3 STUCCO:

Stucco shall comply with requirements of the American Society for Testing and Materials (ASTM) and the American National Standard Institute, Inc. (ANSI).

4.4 PLASTERING:

Plastering shall comply with requirements of the American Society for Testing Materials (ASTM) and the American National Standards Institute, Inc. (ANSI).

SECTION 5

5.0 INGRESS AND EGRESS PROTECTION:

Ingress and egress protection shall be in compliance with the drawings, Florida Building Code, manufacturer's specifications and specifications herein as required. For required concrete landings and support, see specification 3.5 – C.

5.1 STEPS OR STAIRS:

- A. Steps or stairs shall not be less than three feet (3') in width.

5.2 LANDINGS:

- A. Stairs, steps and ramps shall be provided with landings at the top, at the bottom, and at any change in direction. No door shall open immediately over a step or stair. A landing shall be provided at the same elevation as the floor of the door it serves.
- B. Landings shall be no less than three feet (3') in width or length and level in grade.

5.3 RAMPS, LANDINGS AND PLATFORMS:

- A. A ramp shall be no less than thirty-six inches (36") in clear width and no greater in slope than one foot (1') of vertical height in twelve feet (12") of horizontal length.
- B. A ramp shall not change in grade from the bottom to the top, or between platforms.
- C. A ramp shall be provided with a landing at the bottom of the ramp and a platform at the top of the ramp, at intervals of no more than thirty feet (30') in length, at any change in direction of travel and at any door opening as follows:
 - 1. The bottom landing or approach to a ramp shall be no less than three feet in width by six feet in length (3' x 6') or approach to the ramp.
 - 2. The top platform of a ramp shall be no less than five feet in width by three feet (5' x 3') in length (depth or protrusion).
 - 3. Where a door opens onto a ramp, a platform shall be provided of no less than five feet (5') in length or path of travel and at the same elevation as the floor of the door it serves.
- D. Ramps and platforms shall be provided with handrails and guardrails (see spec. 5.4 and 5.5).
- E. Exterior ramps shall be made of non-slip materials.
- F. All landings or platforms shall be level in grade and no less than three feet in width by three feet (3' x 3') in length or depth.

5.4 HANDRAILS:

Handrails shall be provided, designed, and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number, and protection.

- A. Handrails shall be provided on stairs, steps and ramps rising more than thirty-eight inches (38") above a floor or grade and stairways of more than three (3) risers.
- B. The top member of a handrail shall be smooth surfaced.

- C. Handrails shall be located no less than thirty inches (30") and no more than thirty-four inches (34") above the leading edge of a tread.

5.5 GUARDRAILS:

- A. Guardrails shall be provided, designed and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number and protection and shall comply as follows:
 - 1. Guardrails shall be provided at unenclosed floor openings, landings, platforms, ramps, balconies or porches which are more than thirty inches (30") above grade, and on unenclosed sides of stairs, steps, and ramps rising more than thirty inches (30") or three (3) risers.
 - 2. Guardrails shall be provided with intermediate rails, lattice work, or ornamental pattern constructed so that a sphere six inches (6") in diameter cannot pass through.
 - 3. Guardrails on steps shall be to the height specified for handrails. All other locations shall have a minimum of thirty-six inches (36") in height.
 - 4. The top member of a guardrail shall be sanded smooth.

5.6 DOORS:

- A. All doors used for ingress and egress shall be six feet eight inches (6'8") in height and three feet (3' 0") in width and hung with a clearance around the perimeter of no less than one-sixteenth inch (1/16") and no more than one-eighth inch (1/8").
- B. All doors shall be hung in jambs and casings that are plumb and level. When jambs and casings are damaged they shall be replaced with new pre-hung jambs, casings and trim. All hardware shall be mortised true as to fit.
 - 1. New exterior pre-hung jambs shall be no less than one and one-fourth inches (1 1/4") thick with an allowance for a screen door assembly (see spec. 5.6(G)), and shall be sanded smooth and protected from weather immediately upon completion of hanging by painting or varnishing.
 - 2. Rabbited exterior jambs shall be no less than one and one-fourth inches (1 1/4"), and shall not be rabbited to less than five-eighths inch (5/8").
- C. Exterior doors shall be solid core fiberglass, six panel, columnist or better and no less than one and three-fourth inches (1 3/4") thick and no less than thirty-six inches (36") in width,
 - 1. Exterior doors shall open to the exterior rather than the interior of a dwelling, unless local codes prohibit an exterior opening door. (Local code - they may swing either way depending on the manufacturer.)
 - 2. Exterior doors shall be weather tight and provided with three (3) four inch by four inch (4" x 4") pre-finished hinges, and aluminum or wood threshold with vinyl strip (sized to fit opening), and a keyed lock of quality equal to "Schlage A Series" lever

type or better (installed in accordance with manufacturer's specifications). A thumbed deadbolt with a minimum one inch (1") bolt is also required and shall be keyed alike.

3. Exterior doors shall be protected from weather immediately upon completion of hanging by painting.
- D. Interior doors shall be hollow core wood, birch or better, six (6) panel, columnist or better no less than one and three-eighths inches (1 3/8") thick and no less than thirty six inches (36") wide unless otherwise specified.
1. New interior pre-hung jambs shall be no less than five-eighths inch (5/8") thick and painted or varnished as to Section XV (Painting).
 2. Interior doors shall be provided with three (3) three and one-half by three and one-half inch (3 1/2" x 3 1/2") pre-finished hinges, and the proper lock (passage or privacy). Locks shall be equal to "Schlage A Series" or better, lever type to match exterior doors and shall be installed in accordance with manufacturer's specifications and ADA compliant.
 3. Interior doors shall be installed to accommodate floor covering plus approximately one-fourth (1/4) to one-half (1/2) inch for ventilation when required.
 4. Interior pocket doors shall comply with specifications for interior doors as to size, thickness, locks, clearance, and finish.
- E. Closet doors will be six panel, by-pass, bi-fold or louvered designed to fit opening and installed as to manufacturer's specifications and include a passage latch.
- F. Doors provided for areas requiring mechanical or combustible ventilation shall comply with local fire ordinances.
- G. Screen doors must be aluminum and shall be installed with either pneumatic or spring closers. A bug strip, screen guard and locking device shall be provided.
- H. Access doors or coverings for openings into crawl spaces under a dwelling and for openings into attic areas shall be as follows:
1. An interior attic access door constructed of half inch (1/2") plywood painted to match ceiling of no less than twenty-two inches by thirty-six inches (22" x 36") shall be provided in addition to one opening in the garage ceiling twenty-two inches by forty-eight inches (22"x 48") with pull down stairs.
 2. Access door shall be tightly fitted.
- 5.7 WINDOWS:
- A. Windows shall include framing, locks, casing, sills, trim, screens, and weather protection, PGT or equivalent. Bathroom windows shall be obscured glass to five feet (5') above the floor. The Florida Building Code is also applicable to windows that are near doors and shower areas that require tempered glass.

1. Windows shall be sized to fit openings unless otherwise specified in work write-up.
 2. All windows exposed to weather shall be provided with flashing above window and caulked around the perimeter.
 3. Windows shall be caulked between framed opening and window upon installation and caulked around perimeter of window after installation.
 4. Windows shall comply with the light, ventilation, and egress requirements of the Florida Building Code.
 5. Windows shall be provided with proper locks and shall have the capability to remain in the open position desired without the use of props.
- B. All windows shall be provided with sill of solid surface or cultural marble.
- C. Windows shall be Low Solar Gain Low-E glazed aluminum Miami Dade compliant, impact resistant, with self-storing screens, and installed in accordance with manufacturer's specifications. Sills are required under Item (B). Trim around window as needed to provide a complete installation, with no noticeable defects in materials or workmanship. Colonial finish, front elevation only.
- E. Window screens shall be aluminum frame with either a charcoal fiberglass screen mesh or not less than eighteen by fourteen (18 x 14) strands per inch with a strand diameter of .011 or an aluminum mesh. Screen shall be stored and protected (not installed) until all exterior work and painting is completed.

SECTION 6

6.0 FRAMING:

Framing shall be in compliance with the drawings, the Florida Building Code and specifications herein as required.

6.1 FRAMING:

Compliance with the work write-up, the Florida Building Code and specifications herein as required.

6.2 WALL FRAMING:

- A. Studs shall be two inches by four inches (2" x 4") unless plumbing requires two inches by six inches (2" x 6") for passage of pipes. Maximum spacing shall be twenty four inches (24") on center
- B. Unless reinforced, studs shall not be notched more than one-fourth (1/4) of their depth, or drilled through the wide face more than one and one-fourth inch (1 1/4") in a four inch (4") stud or two inches (2") in a six inch (6") stud.

- C. Block walls shall be furred out with one inch by two inch (1" x 2") pressure treated wood. Furring shall be nailed into block walls sixteen inches (16") on center into the solid portions of the block.

6.3 CLOSETS:

- A. Clothes closets shall be sized with a minimum interior depth of two feet (2') and shall have a door. (See spec.6.2(C)).
 - 1. A closet shelf shall not be higher than six feet (6') from the floor and shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").
 - 2. A closet rod for clothes hanging shall not be higher than five feet (5') above the floor and shall support ten (10) pounds per linear foot with a vertical deflection of not more than one-fourth inch (1/4").
 - 3. There shall be a clearance between the shelf and rod of no less than two inches (2").
- B. Linen closets shall be no less than twelve inches (12") in depth and width and shall have at least four (4) shelves, and shall have a door.
 - 1. Shelves shall be spaced no less than twelve inches (12") apart with the top shelf no higher than six feet (6') above the floor and the bottom shelf no less than twelve inches (12") above the floor.
 - 2. Shelves shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").

6.4 ROOF AND CEILING FRAMING:

- A. Roof trusses, when provided, shall be engineered by a licensed truss manufacturer and stamped by the manufacturer, to assure structural integrity.
- B. Eaves shall extend at least twenty four inches (24") from vertical wall & be constructed according to the drawing and codes.
 - 1. Soffit materials shall be rib-wire lath & stucco no less than three-quarter inch (3/4") thickness, or twelve inch (12") wire.
 - 2. Fascia material shall be cedar or approved equal.
 - 3. Eave ventilation shall comply with the Florida Building Code for non-vented attic space.

SECTION 7

7.0 ROOFING:

Roofing shall be in compliance with the work write-up, the Florida Building Code, manufacturer's specifications and specifications herein as required. SRI (Solar Reflectance Index) value must be a 29 or greater.

7.1 ROOFING REQUIREMENTS:

All roofing conducted shall conform to Florida Building Code, Hurricane Mitigation Retrofits as identified by Rule 9B-3.0475.

- A. Scheduling of roofing inspections shall be the responsibility of the contractor, allowing a minimum of twenty four (24) hours for coordination of inspections or as directed by the local building official.
- B. Roofing shall not be done during inclement weather.
- C. Roofing shall include all underlayment, felt shall be minimum thirty pound (30 lb.), all metal flashing, and all roof coverings as follows:
 - 1. Sheathing shall consist of five-eighth inch (5/8") CDX plywood. Sheathing shall be exterior grade material only. A sheathing inspection shall be performed by the building inspector prior to installation of shingles. All sheathing shall be nailed according to the latest edition of the Florida Building Code
 - 2. Metal flashing, valley flashing, chimney flashing, wall flashing, counter flashing, cantstrips, chimney crickets and flashing all protrusions through the roof such as pipes, vents and stacks.
 - 3. Roof covering shall be fiberglass shingles.

7.2 FIBERGLASS SHINGLES:

Fiberglass shingles shall be minimum Architectural Grade and provided for all dwellings having a pitch of three-twelfths (3/12) or more, and shall be installed according to manufacturer's specifications.

- A. Fiberglass shingles shall be no less than a Class "A" fire and wind rating nor less in weight than two hundred fifteen (215) pounds per square (100 sq. ft.) and shall be provided with no less than a thirty (30) year limited warranty, and shall be attached with a minimum of six (6) fasteners per three (3) tab shingle. Roof felt shall be minimum thirty (30) lb..
- B. Color shall be SRI (Solar Reflectance Index) value of 29 or greater.

7.3 VENTILATION:

- A. Ventilation or non-ventilation of attic space shall be according to the Florida Building Code and specifications set by the architect for a sealed conditioned attic.

SECTION 8

8.0 EXTERIOR WALLS:

Exterior wall shall comply with the engineered drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

8.1 EXTERIOR WALL REQUIREMENTS:

- A. Exterior walls shall provide safe and adequate support for all loads imposed upon them, and prevent the entrance of water or excessive moisture (see spec. 10.2).
- B. Stucco thickness shall be according to drawings.

SECTION 9

9.0 INTERIOR COVERINGS:

Interior coverings shall be in compliance with the drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

9.1 WALLS AND CEILINGS:

- A. Plaster or drywall may be used. See Section X (Insulation) and Section XV (Painting).

9.2 DRYWALL:

- A. Drywall shall be no less than one-half inch (1/2") in thickness and shall include metal corner beads, taping, finishing, and all trim moldings.
- B. Drywall shall not be fastened nor glued directly to masonry walls.
- C. Ceilings in bathrooms shall be smooth finish with enamel paint. All other ceilings shall be finished in the following manner: knockdown only.
- D. All Walls shall be smooth finish.
- E. Moisture proof sheetrock (Dura-rock) shall be used on walls surrounding plumbing fixtures including entire shower or bath area.

9.3 TILE FLOORING:

- A. All living space shall be tile with the exception of all bedrooms and bedroom closets.
- B. Tile flooring shall meet FHA standards and be installed to comply with manufacturer's specifications and recommendations. Flooring in kitchens and bathrooms and marked area on drawings must be tile.
- C. Owner/City shall have a choice of style and color with in bid price range. One dollar to one dollar and 25 cents (\$1.00- \$1.25) per sq. ft – not installed.

9.54 BAMBOO WOOD FLOORING:

- A. All bedrooms and bedroom closets shall be pre-finished solid or engineered bamboo wood flooring installed according to the manufactures specifications and with a JANKA hardness rating of twenty-eight hundred to three thousand (2800 to 3000).
- B. Owner shall have the choice of color.

SECTION 10

10.0 INSULATION:

Insulation shall be in compliance with the work write-up, Florida Building Code and specifications herein as required.

10.1 CEILING INSULATION

Closed cell spray icynene foam insulation on underside of roof decking.

- A. All attic area above living area shall be conditioned space with the underside of the roof decking coated with icynene foam insulation.
- B. A certification sticker shall be affixed to the access opening upon completion.
 - 1. Sticker shall state the type of insulation and "R" rating and shall be dated and signed by the Contractor upon completion.
 - 2. The contractor shall not sign or date the certification sticker until he has inspected the work and is assured of its compliance with manufacturer's specifications.
- C. Exception: Dwellings with flat roofs or other ceiling areas where installation is impractical shall be insulated only when the ceiling or roof covering is removed.

10.2 WALL INSULATION:

- A. Wall insulation with a rating of no less than "R 20" shall be provided in all exterior walls of a dwelling when using ICF construction. All wall penetrations shall be filled using a low VOC sealant or weather stripping.

10.3 PLUMBING INSULATION:

All water pipes exposed to weather shall be insulated unless buried twelve inches (12") below the ground or under dwellings with a continuous foundation wall. Insulation shall be foam sleeve, securely installed.

SECTION 11

11.0 CABINETS:

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

11.1 CABINET REQUIREMENTS:

- A. Cabinets shall be raised panel standard in size, style and finish and shall include doors, drawers, hinges, handles and closures, and be securely installed.
- B. Wall and base cabinetry shall be constructed of no less than three-eighths inch (3/8") thick plywood or approved solid wood with wood veneer. Pressed board or engineered wood is not acceptable.
- C. Shelves shall not be less than three-eighths inch (3/8") thick and support no less than twenty-five (25) pounds per linear foot.
- D. Vertical surfaces of cabinets (front, sides, doors, and drawers) shall be clad with plastic laminate or sealed with varnish, shellac, lacquer, polyurethane or oil based enamel paint.
- E. Base cabinets and vanities which abut a wall shall be provided with back splashes, including side splashes for corner walls. Solid surfaces are a significant step up in cost from laminates. An in between option is a plywood and solid surface composite. This type of countertop consists of a plywood backing with a thick solid surface layer on top. By reducing the amount of polymer material needed because the solid polymer layer is thinner, the cost of the kitchen countertops can be reduced while still providing the look and feel of a thicker solid surface.
- F. All interior surfaces shall be painted with low VOC paint or moisture protective finish. No use of Urea-Formaldehyde (UF).
- G. Owner shall have choice of at least two (2) colors and types of finish.

11.2 VANITY CABINETS:

- A. Imitation molded marble top with integral sinks shall be used for vanity top.
- B. Vanity cabinets shall be no less than thirty inches (30") nor more than thirty-four inches (34") in height. Width shall be a minimum of thirty inches (30"), space permitting, and not less than twenty inches (20") wide in any case.
- C. No use of Urea-Formaldehyde (UF).

11.3 KITCHEN BASE CABINETS:

- A. Counter top shall be no less than twenty-five inches (25") in depth, width or protrusion. Counter top shall include a back splash around any perimeter abutting a wall of no less than four inches (4") in height.
- B. Base cabinets, including counter tops shall be thirty-six inches (36") in height, and toe recess shall be provided.
- D. Drawers shall be provided in at least one base cabinet. Drawers shall be at least twenty-one inches (21") long and five and one-fourth inches (5 1/4") deep.
- E. No use of Urea-Formaldehyde (UF).

11.4 KITCHEN WALL CABINETS:

- A. Wall cabinets shall be no less than twelve inches (12") in depth. No use of Urea-Formaldehyde (UF).**
- B. Wall cabinets installed over a counter or base cabinet shall be installed no less than fifteen inches (15") or more than eighteen inches (18") above the counter or base cabinet.**
- C. Cabinets shall be no less than the following vertical lengths:**
 - 1. over base cabinets, thirty inches (30").**
 - 2. over range or sink (if specified on plans), twenty inches (20").**
 - 3. over refrigerator, fifteen inches (15").**

11.5 APPLIANCES:

All appliances provided for the same home are to be the same brand and three color choices (white, bone or black). The City will not accept any Frigidaire brand appliances.

- A. Refrigerators shall be a minimum of eighteen (18) cubic feet in size, frost free, 2 adjustable shelves minimum, top freezer model, five year warrantee on compressor, cords included and Energy Star rated.**
- B. Range shall be electric, free standing with anti-tip bracket, conventional, thirty (30) inch wide, smooth glass top with 2 large burners & 2 small burners, window in oven door, storage drawer below, self cleaning, oven light, cord included and Energy Star rated.**
- C. Range hood, electric, thirty (30) inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, mitered side and hemmed bottom edge for safety & easy cleaning.**
- D. Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included and Energy Star rated.**

SECTION 12

12.0 PLUMBING:

Plumbing is to be in compliance with the drawings, Plumbing Codes, manufacturer's specifications, and specifications herein as required

12.1 PLUMBING REQUIREMENTS:

- A. Plumbing workmanship shall conform to generally recognized and accepted good practices of the plumbing trade.**
- B. The contractor shall be responsible for layout and installation of all plumbing.**

- C. Shut-off valves shall be installed on water lines at each fixture, except bathtubs and showers. All installations shall include new materials, faucets, supply tubes, waste and vent plumbing, and or new toilet seats.

12.2 PLUMBING FIXTURES:

- A. Bathtubs shall be white enameled steel equal to American Standard, Crane or Kohler, or equivalent.
 - 1. Bathtubs shall be no less than sixty inches long by thirty inches wide by fifteen inches deep (60" x 30" x 15").
 - 2. The bottom surface of a bathtub shall be slip resistant.
 - 3. Backing for grab bars shall be installed to sustain a dead load of two hundred and fifty (250) pounds for five (5) minutes. Backing for grab bars shall be installed in all bathrooms thirty-one (31") to thirty-eight inches (38") above the concrete floor along back wall of the tub at least fifty-two inches (52") long.
- B. Waterclosets shall be elongated, white vitreous china equal to American Standard, Crane or Kohler, or equivalent with white toilet seat.
 - 1. Water closets shall be no less than fourteen inches (14") high from finished floor to rim.
 - 3. Waterclosets shall include back flow preventer water control with volume regulator, flush valve and trip lever.
 - 4. Waterclosets shall be high efficiency designed to have a dual flush option and utilize not more than one point one (1.1) gallons of water per flush for liquid flush and one point six (1.6) gallons of water per flush for solids.
- C. Lavatories shall be vanity type not less than eighteen inches (18") round, space permitting. A one-piece molded lavatory and vanity top may be installed.
- D. Laundry shall have hot and cold water supply and drainage for a washing machine.

12.3 KITCHEN SINKS:

Kitchen sinks shall be double compartment, insulated stainless steel with washerless fittings, and be not less than thirty-three inches by twenty-two inches by eight inches (33" x 22" x 8"). Sink faucet shall be of the water saver type point five to one (.5-1.0) gal per minute.

12.4 FITTINGS:

- A. Bathtub, shower, and lavatory faucets may be single or double control and shall be washer less type equal to American Standard, Crane or Kohler.
- B. Shower heads shall be designed to utilize no more than one point five (1.5) gallons of water per minute.

12.5 WATER LINES:

Water lines shall be copper & properly insulated and protected from weather and freezing, see spec. 10.3.

12.6 WATER HEATER: 3 options

Option 1:

A glass lined, quick recovery electric water heater connected to a time clock shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 2:

A glass lined, quick recovery electric water heater with a standalone heat pump shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 3:

Solar heated panel mounted on roof with an eighty (80) gal water heater installed in garage. (roof trusses must reflect this added load on plans)

SECTION 13

13.0 ELECTRICAL:

Electrical shall be in compliance with the drawings, the Florida Building Code, the National Electric Code (latest edition adopted by the local government), policies of local Utility Company and specifications herein as required.

13.1 ELECTRICAL REQUIREMENTS:

- A. Any dangerous or improperly installed electrical components or equipment shall be reported to the Housing Construction Specialist and repaired or replaced as to work write-up or change order.
- B. Electric service shall be no less than two hundred (200) amps and shall include the appropriate breaker panels, circuits and circuit breakers and shall be properly grounded.
- C. All electrical wires, junctions, boxes, fixtures, etc. shall be properly installed and fastened to dwelling.
- D. Bathrooms shall have a GFI receptacle located in accordance with all requirements of the National Electrical Code.

- E. Bedrooms to have a double switch at doorway to operated ceiling fan and one outlet along the bedroom wall.
- F. Laundry room/area shall have electrical service 220/240 volts for a clothes dryer and 110/120 for a washing machine.

13.2 SMOKE ALARMS:

- A. Smoke alarms shall be located in each bedroom and central hallway, and installed per manufacturer's instructions. All smoke detectors shall be hardwired in sequence on a dedicated circuit and have battery backup.

13.3 LIGHTING: LED or Fluorescent bulbs

- A. All lighting shall be permanent fixtures, wall switch controlled. Unless otherwise indicated on the write-up or drawing, fixtures shall be ceiling mounted (except bathroom).
- B. Bathroom lighting shall be wall-mounted above the lavatory and a fixture in the ceiling unless otherwise indicated, and shall be not less than one hundred (100) watts total. All bulbs shall be either fluorescent or LED.
- E. Kitchen lighting shall be according to the drawings.

13.4 VENTILATION:

- A. Exhaust fans, energy star rated, for kitchen or bathroom shall be properly vented through the soffit, unless otherwise noted. Each bathroom shall have an exhaust fan. Exhaust fan must be energy star rated.

13.5 CARBON MONOXIDE DETECTORS

- A. Carbon Monoxide Detectors shall be installed as per Rule 9B-3.0472

For purposes of this rule, the following definitions shall apply:

CARBON MONOXIDE ALARM. A device for the purpose of detecting carbon monoxide, that produces a distinct audible alarm, and is listed or labeled with the appropriate standard, either ANSI/UL 2034 - 96, Standard for Single and Multiple Station CO Alarms, incorporated herein by reference, or UL 2075 - 04, Gas and Vapor Detector Sensor, incorporated herein by reference, in accordance with its application. Both documents may be obtained by writing to: Codes and Standards Section, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

FOSSIL FUEL. Coal, kerosene, oil, fuel gases, or other petroleum or hydrocarbon product that emits carbon monoxide as a by-product of combustion.

- B. Every building having a fossil-fuel-burning heater or appliance, a fireplace, or an attached garage shall have an operational carbon monoxide alarm installed within 10 feet of each

room used for sleeping purposes.

- C. Alarms shall receive their primary power from the building wiring when such wiring is served from the local power utility. Such alarms shall have battery back up.
- D. Combination smoke/carbon monoxide alarms shall be listed or labeled by a Nationally Recognized Testing Laboratory.
- E. Carbon monoxide detectors shall be installed outside the garage entry door between the garage and living space.

SECTION 14

14.0 HVAC:

HVAC shall be in compliance with the work write-up, electrical, gas and mechanical, the Florida Building Code and energy codes, manufacturer's specifications and specifications herein as required. Heating units are to be operational at the final inspection.

14.1 AIR CONDITIONING:

- A. The air conditioning unit serving every habitable room in a dwelling unit, including bathrooms and halls, shall be capable of maintaining a temperature of at least sixty-five (65) degrees Fahrenheit at three feet (3') above the floor on the coldest day of the year.
- B. A/C unit must be Energy Star rated with a min. SEER rating of 16.
- C. HVAC units shall be installed by licensed HVAC contractors and installed in a conditioned space inside the home. (not to be installed in conditioned attic space)
- D. Provide an A/C Condenser Security cage (Suggested, 3 way adjustable, W x D adjustable 30 to 51 in, H adjustable 34 to 59 in. - Manufacturer, AC Guard Security Cage Mfr. Model # ACGU distributors web site- (www.ac-guard.com/distributor.html). Expand the slab to hold the condenser and the cage with additional space for garbage can storage.

14.2 HEATING UNIT DESIGN AND CALCULATIONS:

- A. BTU (British Thermal Units) shall be used to figure the amount of the cool load.
- B. Air systems shall include ductwork and appropriate supply and return vents to distribute air evenly throughout the dwelling. Air supply vents shall have a closeable register in each room. A digital programmable thermostat shall be located appropriately to control temperature evenly throughout the dwelling.
- C. All electric heating units shall be heat pump units having a minimum SEER rating of sixteen (16) with an emergency ten kilowatt (10k) heat strip and Energy Star rating. Trane or equivalent.

14.3 DUCT SYSTEM:

- A. All duct work shall be properly sealed using mastic at all connections.

SECTION 15

15.0 PAINTING AND FINISHING:

Painting and finishing shall be of low VOC and in compliance with the drawings, the manufacturer's specifications, and the specifications herein as required.

15.1 PREPARATION:

- A. Preparation shall include the following: cleaning, sanding, scraping, filling holes and cracks, caulking, sealing, pressure treating, moisture proofing and protection of surfaces and surrounding areas.
- B. Prepare surfaces prior to applying paint, stain, varnish, etc. as follows:
1. Foreign material shall be removed.
 2. Holes, cracks, and indentations shall be properly filled, surfaces scraped, cleaned, and sanded uniformly smooth.
 3. Porous surfaces, chalky surfaces, masonry, such as block, stucco, and concrete slabs, shall be cleaned and sealed before painting.
 4. Proper precautions shall be taken by the contractor and his painters to protect all surrounding surfaces, flooring, and landscaping from possible damage and paint splattering. Any damage to personal property shall be repaired at the contractor's expense.

15.2 APPLICATION OF PAINT:

- A. Paint shall be applied to a mil thickness of no less than five (5) mils per coat.
- B. For two (2) or three (3) coat application, the first coat shall be prime coat or sealer coat, as applicable.
- C. A minimum of two (2) coats of paint shall be applied to new surfaces. Additional coats may be required to obtain full coverage.
- D. Bathroom and kitchen walls shall be painted with enamel semi-gloss washable paint.
- E. Interior and exterior wood surfaces shall be covered with oil base or latex paint unless otherwise directed by the drawings. All pressure treated wood shall be painted with oil based paint.

15.3 APPLICATION OF STAIN, SEALER:

- A. Stain shall be applied evenly to obtain selected shade.
- B. Varnish or shellac shall be sanded smooth between coats.

15.4 SELECTION:

- A. Contractor shall assure that paint selected is appropriate for surface (masonry, exterior wood, etc.).
- B. Owner's choice shall be documented in order to avoid disputes regarding color.

15.5 LEAD BASED PAINT:

- A. Lead based paint shall not be applied to any dwelling, interior or exterior. Lead based paint is defined as paint containing more than 0.05% lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- B. All OSHA requirements regarding safety of workers shall be the responsibility of the contractor.

SECTION 16

As per Section 2.2, the work site shall be graded to blend with the surrounding area.

16.0 LANDSCAPE:

- A. The entire lot (from edge of pavement to rear property line) shall be sodded with bahia.
- B. Four (4) trees per lot shall be installed. The lot shall have two (2) live oak trees, one (1) in front yard and one in rear yard. Each lot shall also have two (2) crepe myrtles, one in the rear yard and one in the front yard. All trees shall meet the landscape code requirement of the City' Landscape Code.
- C. There shall be fencing provided around the A/C and garbage pad.

Attachment 2

Listing of Addresses & Legal Description of Sites for New Home Construction

<u>NSP #</u>	<u>Address</u>	<u>Legal Description</u>	<u>Zip Code</u>
NS-001	681 SW Addie St	L8, B147, S27	34983
NS-002	351 SW Voltair Ter	L11, B639, S13	34984
NS-003	2202 SE Sidonia St	L11, B90, U5	34952
NS-005	373 SW Nativity Ter	L3, B666, S13	34984
NS-006	750 NW Placid Ave	L29, B28, S25	34983
NS-012	1633 SW Morelia Ln	L5, B1069, S9	34953
NS-015	1633 SW Diamond St	L8, B1230, S20	34953
NS-017	1437 SW Goodman Ave	L30, B1196, S8	34953
NS-023	2221 SW Savage Blvd	L15, B1771, S35	34953
NS-026	649 NW Bayshore Blvd	L14, B31, S25	34983
NS-027	1831 SW Norman Lane	L6, B673, S13	34984
NS-038	696 SW Heather St	L11, B147, S27	34983
NS-042	1279 SW Avens St	L30, B166, S4	34983
NS-059	1568 SE Faculty Ct	L16, B3297, S49	34952
NS-071	470 SW Asbury Lane	L1, B248, S6	34983
NS-075	1929 SE Redwing Cir	L16, B201, U15	34952
NS-088	1573 SE Faculty Ct	L12, B3297, S49	34952
NS-100	2222 SE Sidonia St	L12, B90, U5	34952
NS-104	1702 SE Biddle Ln	L18, B563, S13	34984

NS-115	141 NE Surfside Ave	L6, B479, S26	34983
NS-125	502 NW Sherbrooke Ave	L12, B50, S25	34983
NS-127	508 NW Avon St	L18, B112, S27	34983
NS-133	441 NW Concord Drive	L11, B23, S25	34983
NS-136	1699 SE Casella Court	L11, B3300, S50	34952
NS-137	1054 SE Euclid Ln	L22, B402, S3	34983
NS-140	1715 SW Taurus Ln	L2, B559, S13	34984
NS-141	2017 SW Burlington St	L3, B675, S18	34984
NS-148	2401 SW Mariposa Ave	L4, B1554, S30	34952
NS-152	601 SW Seagull Ter	L30, B1140, S9	34953
NS-157	782 SW Duxbury Ave	L20, B231, S28	34983
NS-500	1967 SW Sylvester Lane	L12, B672, S13	34984

**CITY OF PORT SAINT LUCIE
CONTRACT #20120030**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and GRANDE CONSTRUCTION OF FLORIDA, INC, PO BOX 881765, Port St. Lucie, Florida 34988, Telephone No. (772) 366-7240, Fax No. (772) 785-8851, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the contract supervisor shall mean Community Services Director, at (772) 871-5264 or his/her designee.

NOTICES

City Project Manager: Acting Community Services Director: Patricia Selmer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5264 Fax: 772-344-4340
Email: PatS@cityofpsl.com

City Contract Administrator: James Pritchard, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-873-6338 Fax: 772-871-7337
Email: jpritchard@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal (RFP) #20120030, is for New Construction of Single Family Housing in Port St. Lucie for the Neighborhood Stabilization Program (NSP), which RFP is incorporated herein by this reference and in Exhibit A, Attachments 1 & 2.

The City has no obligation to award additional homes to any vendor. The award by the City of any additional new homes will be determined by the quality, time taken and price of their completed new home construction.

**SECTION II
TIME OF PERFORMANCE**

The initial term shall commence on October 1, 2012 and continue for two (2) years thereafter until September 30, 2014. In the event all work required in the proposal specifications has not been completed by the end of the contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor at no additional cost to the City until all work specified in the RFP has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor for a completed home will be determined by the contracted price per square foot (listed below) per type of home requested along with the total of all variables required for each lot. The Contractor will quote on each designated type home on the specified lot. After negotiation, final pricing with all variables will be presented to Council for approval along with a contract. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XIII. Payment will be made in the following manner:

Contracted pricing per square foot:

ICF	Type 1 - \$74.00	Type 2 - \$71.00	Type 3 - \$66.00
CMU Block	Type 1 - \$66.00	Type 2 - \$61.00	Type 3 - \$56.50

Home Type:

- 1.) three bedroom, two-bathroom, 1200 square foot with single car garage of 300 sq ft, for a total of 1500 sq ft; and
- 2.) three bedroom, two-bathroom, 1500 square foot with double car garage of 400 sq ft, for a total of 1900 sq ft; and
- 3.) four bedroom, two-bathroom, 1800 square foot with double car garage of 400 sq ft, for a total of 2200 sq ft.

Before issuance of final certificate, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the Specifications, and of all claims by the Contractor except those previously made and still unsettled.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City'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.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port

St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by CONTRACTOR qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120030 for New Construction of Single Family Housing shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance

must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

The Contractor shall also be required to provide Builders Risk while the buildings are under construction for the face value of the home.

The Contractor shall also provide Professional Liability Insurance coverage.

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: A Performance and Payment Bond shall be required if the annual contract award exceeds \$250,000.00. The Performance and Payment Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes. A fully authorized

Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII HUD CONTRACT PROVISIONS

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). A copy of those provisions is included in Exhibit A attached hereto and made a part hereof.

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION XIX FIELD CHANGES

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

SECTION X COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done, are to comply with all local state and federal laws and regulations.

SECTION XI CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XII NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed the Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract

Supervisor, at any time, shall not relieve the Contractor of the responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall govern.

**SECTION XV
LICENSING**

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Contractor warrants that all licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVII
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate the Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any

additional cost incurred for such material. The Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractors in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XIX LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XXII
RENEWAL OPTION**

The initial Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

**SECTION XXIII
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____

Authorized Representative of GRANDE CONSTRUCTION OF FLORIDA, INC.

State of: _____

County of: _____

Before me personally appeared: _____

(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(he/she)

WITNESS my hand and official seal, this ____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

EXHIBIT A [to contract]

HUD Section 3 Regulations: The work to be performed under this contract is subject to the following requirements:

- 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 regulations 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 commitments 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 qualification 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.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NSP Vicinity Hiring Requirements: If the housing site is located in the NSP3 “vicinity,” the work to be performed under this contract is subject to the following requirements:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the “vicinity.” For NSP3 the vicinity is described as follows:

Census Tract 2005, Block Group 2:

Bordered on the West by Florida’s Turnpike, on the North by Prima Vista Blvd., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.

- b) To ensure compliance with ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and have been certified by the Vicinity Hiring Certification.
- c) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small businesses owned and operated by persons residing in the vicinity.
- d) The Contractor is strongly encouraged to provide listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

ATTACHMENT 1

RFP 20120030

NSP

NEW CONSTRUCTION PROGRAM

STANDARD SPECIFICATIONS

Prepared by
Port St. Lucie &
Revised from the St. Lucie County
Community Services Housing Division
Revised 8/30/2011

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SECTION 1

GENERAL

- 1.0 **SCOPE** of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the new construction of the property identified in the work write-up.
- 1.1 **VALIDITY**: If any part of this document is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this code.
- 1.2 **THESE SPECIFICATIONS** shall be followed by the contractor and all subcontractors performing work on each new home construction project and are a part of each Contract for New Construction.
- 1.3 **THE CHANGE ORDER** shall take precedence over the specifications when in conflict as to the material, equipment, workmanship, etc. The Housing Construction Specialist shall make the final determination when a conflict exists.
- 1.4 **ANY DRAWINGS** included with the work write-up are for illustration and may not be exact or to scale. (See spec. 1.7)
- 1.5 **TRADE NAMES** or brand names are used in the Basic Specifications to establish quality, style or type of equipment or material required.
- 1.6 **THE TERMS "EQUAL" OR "BETTER"** allow for substitutions as to the trade name. The determination of equal or better shall be made by the Housing Construction Specialist. Installation of substitutions without prior approval shall be at the Contractor's risk.
- 1.7 **THE CONTRACTOR** shall be responsible for all applicable building permits and fees, connection details required for permitting, utilities and sanitation facilities, exact dimensions and construction details, and for acts and omissions of his employees and subcontractors and shall employ only qualified persons, skilled in the job to which he is assigned.
- 1.8 **SUBCONTRACTORS** shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor from full responsibility under the contract nor responsibility to the owner for the proper completion of all work to be performed under the contract. The General Contractor shall not be released from his responsibility by a sub contractual agreement he may make with others.
- 1.9 **CHANGES** proposed by either the contractor or the owner shall be in writing and agreed to by the contractor, the owner, and the Housing Construction Specialist, before any change in work is started. No change orders will be issued except for code related items discovered after the work has commenced, unless determined necessary by the Housing Construction Specialist.

- 1.10 **MATERIALS** shall be new, in good condition and of the grade required by the specifications. Materials damaged in shipment or prior to owner's acceptance shall be replaced at the contractor's expense.
- 1.11 **WORKMANSHIP** shall be done in accordance with the trades standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship".
- 1.12 **DAMAGED**, deteriorated, loose, or missing items shall be reported to the Housing Construction Specialist who will determine whether the item will be repaired or replaced. Any damage resulting from the contractor's work shall be repaired or replaced by the contractor at no additional cost to the agency or owner.
- 1.13 **CODES**: All work performed shall be in accordance with all locally applicable codes, laws, regulations, and rules such as: HUD's Housing Quality Standards for The Section 8 Existing Housing Program; Federal, State and local Codes; Manufacturer's Specifications and recommendations for Installation; Title X standards regarding lead based paint; and Florida Statute 469 regarding asbestos.
- 1.14 **BUILDING OFFICIAL** shall mean the locally appointed Building Official and/or his appointed assistant(s).
- 1.15 **QUANTITIES** may be provided as an estimate in determining the area to be covered, repaired, replaced, or installed. This estimate is not intended to be an exact determination of the amount of material required. Actual field dimensions and verifications shall be the responsibility of the contractor.
- 1.16 **HOUSING CONSTRUCTION SPECIALIST** shall mean the person(s) assigned by the Port St. Lucie Building Department to perform housing contract performance inspections and supervision of work. Such person(s) are not a party to housing contracts.
- 1.17 **APPLICABILITY**: Section II of this document applies to all work performed under the local housing program, whether indicated in the work write-up or not. Instructions in other sections are applicable only when the contract documents require a work item to be provided as described in the specification.
- 1.18 **REPLACE** shall mean to remove the existing and install a new replacement.

SECTION 2

2.0 SITE WORK AND INSPECTIONS:

Site work and inspections shall be in compliance with the work write-up, the Florida Building Code, Port St. Lucie Code of Ordinances and specifications herein as required.

2.1 ADJACENT PROPERTY:

When adjacent property is affected by contract work, it shall be the contractor's responsibility to take whatever precautions are necessary for the protection of the adjacent property and to notify the owner thereof prior to such actions.

2.2 FINAL CLEAN UP:

Upon completion of construction, the entire premises shall be cleaned and cleared, with debris removed and interior left clean. Provisions for the clean up of lead paint chips or dust shall be the responsibility of the contractor. The work site premises shall be graded to blend with the surrounding area.

2.3 MANDATORY INSPECTIONS:

- A. The contractor shall notify the Housing Construction Specialist and the Building Official when work is ready for inspection.
- B. Inspection requests shall be made to the offices of the Housing Construction Specialist and the Building Official and the Contractor shall provide a minimum of 24 hours notice when ordering an inspection.
 - 1. Rejection or refusal by the Housing Construction Specialist or the Building Official to approve the work for reasons of in-completeness, code violation or inadequacy shall nullify that request for inspection. Any charge for re-inspection shall be the responsibility of the Contractor.
 - 2. The responsible contractor in charge of the work shall have inspected the work and found it to be in compliance with Code and Contract requirements before a request for inspection is made.
 - 3. Electric, plumbing, roofing and mechanical subcontractors shall be present or represented at their respective inspections.
- C. No work shall be done on any part of a building or structure beyond the point indicated herein until such inspection has been made, approved, and signed off for each successive step of construction as indicated, but not limited to each of the following:
- D. No reinforcing steel, structural work, plumbing, electrical, mechanical, gas or roofing shall be covered or concealed in any manner whatsoever without the approval of the Building Official and/or Housing Construction Specialist. The Housing Construction Specialist and the Building Official reserve the right to request the removal of any covered installation and the cost of re-installation or items or materials shall be borne by the Contractor.
- E. The Housing Construction Specialist reserves the right to conduct tests to determine compliance with codes and specifications, including, but not limited to, tests of materials and strengths (for example, grab bar thrust resistance). Damage to the property resulting from the failure of work to meet required strength, resistance or other performance standards shall be corrected by the contractor at his own expense.

2.4 PEST CONTROL INSPECTION:

- A. The general contractor shall obtain a local licensed pest control operator for the extermination of pests and insects when required by contract documents or local building department.

- B. Exterminators and exterminating procedures shall be in compliance with State and Federal regulations, such as State Law Chapter 482 and HRS Chapter 10D-55 Entomology and local building code.
- C. Upon completion of work, a certificate of extermination and one-year warranty signed by the licensed operator shall be provided to the owner, with a copy to the Housing Rehabilitation Program.

SECTION 3

3.0 CONCRETE:

Concrete shall be in compliance with the contract documents, Florida Building Code, and Fill specifications, herein as required:

3.1 SOIL AND COMPACTION:

- A. Concrete footings and slabs shall be poured on undisturbed soil or soil compacted to a minimum of ninety five percent (95%) of standard laboratory density, or as directed by a licensed structural or foundation engineer.
- B. Areas to receive fill shall be free of vegetation, rocks, debris, deleterious and foreign materials and graded to drain away from building.
- C. Fill may be provided, if available, at no cost to the contractor, in that event trucking will be the builder's responsibility

3.2 CONCRETE CONSTRUCTION:

- A. Concrete shall be ready-mixed concrete of no less than two thousand five hundred (2,500) pounds per square inch (PSI) strength in twenty-eight (28) days.
 - 1. Ready-mixed concrete shall be certified by delivery ticket as to component mixture and any additional components (water, etc.) added at job site shall be written on the ticket.
 - 2. No concrete shall be re-tempered after it has taken an initial set or deposited more than one and one-half (1 1/2) hours after mixing.
 - 3. No concrete shall be poured when surrounding temperature is lower than 40 degrees Fahrenheit.
- B. Areas to receive concrete, either formed or unformed, shall be squared, leveled and plumbed prior to pouring. The complete formed area shall be poured in one continuous pour. Cold joints will not be allowed.
- C. When forms are used they shall be of sufficient strength and properly braced to resist movement.
- D. Grade stakes and/or key cove shall be used to control concrete depths in larger irregular concrete pours.

3.3 CONCRETE FINISH:

- A. Concrete shall be finished level to avoid ponding of water.
- B. Interior concrete shall be smooth trowel finished and sealed or as required by the architect.
- C. Exterior concrete walkways shall be broom finished perpendicular to path of travel.
- D. Exposed edges of all concrete shall be edged with edging trowel.

3.4 CONCRETE FOOTING:

- A. Concrete footing design, connection details and other permit requirements shall be designed by a licensed engineer and shall be the responsibility of the contractor when new footings are required.

3.5 CONCRETE SLABS:

- A. Concrete slabs shall be no less than four inches (4") thick. For interior floor slabs, a minimum of six (6) mil polyethylene (visqueen) vapor barrier shall be installed between ground and concrete.
- B. All concrete slabs shall be reinforced with fiber mesh placed as required by the architect.
- C. All exterior steps, ramp landings, or stairs shall rest upon a poured concrete slab, extending a minimum of four inches (4") out from sides and back of steps, with an apron extending thirty-six inches (36") out in front of steps. Steps, as well as handrails (when required) shall be anchored to concrete.
- D. Perimeter of slab shall be recessed one and one-half inches by nine inches (1 ½" x 9") to fit ICF with vertical steel placed per plan

3.6 EXTERIOR CONCRETE:

- A. All concrete slabs shall be provided with control joints approximately ten feet (10') apart in each direction. Control joints shall extend completely through the depth of the concrete; metal key cove may be used.
- B. All exterior concrete slabs shall be pitched to drain away from dwelling and shall not puddle (hold water) more than one-eighth inches (1/8") deep.

3.7 CONCRETE PIERS, COLUMNS, BEAMS, AND LINTELS:

Concrete piers, columns, beams, and lintels shall be designed and erected to carry the dead and live loads to be imposed on them as to size, components, and bearing, and shall be designed by a licensed engineer. All permit requirements shall be the responsibility of the contractor.

SECTION 4

4.0 MASONRY/ICF Exterior walls:

Masonry shall be in compliance with drawings, Florida Building Code and specifications herein as required.

4.1 ICF/Insulating Concrete Forms

- A. ICF forty-eight inches by sixteen inches by nine inches (48" X 16" X 9") unless otherwise specified in drawings and shall comply with the American Society for Testing Materials (ASTM).
- B. ICF block shall be staggered horizontally in vertical courses when used in wall construction.
- C. Anchorage and/or reinforcement shall be required when concrete blocks support sills, girders, joists, framing or lintels (by means of anchor bolts, straps, and/or durawall). The following requirements shall be used as minimum requirements, and may be exceeded at the direction of the design engineer.
 - 1. Anchor bolts, as required by the design engineer.
 - 2. Anchor straps for girders, joists and framing shall be at the direction of the engineer of record.

4.2 REPAIRS AND REPLACEMENTS:

- A. No masonry shall be laid when surrounding temperature is lower than forty (40) degrees Fahrenheit.
- B. All masonry repairs or replacement shall match existing or surrounding areas and be uniform.

4.3 STUCCO:

Stucco shall comply with requirements of the American Society for Testing and Materials (ASTM) and the American National Standard Institute, Inc. (ANSI).

4.4 PLASTERING:

Plastering shall comply with requirements of the American Society for Testing Materials (ASTM) and the American National Standards Institute, Inc. (ANSI).

SECTION 5

5.0 INGRESS AND EGRESS PROTECTION:

Ingress and egress protection shall be in compliance with the drawings, Florida Building Code, manufacturer's specifications and specifications herein as required. For required concrete landings and support, see specification 3.5 – C.

5.1 STEPS OR STAIRS:

- A. Steps or stairs shall not be less than three feet (3') in width.

5.2 LANDINGS:

- A. Stairs, steps and ramps shall be provided with landings at the top, at the bottom, and at any change in direction. No door shall open immediately over a step or stair. A landing shall be provided at the same elevation as the floor of the door it serves.
- B. Landings shall be no less than three feet (3') in width or length and level in grade.

5.3 RAMPS, LANDINGS AND PLATFORMS:

- A. A ramp shall be no less than thirty-six inches (36") in clear width and no greater in slope than one foot (1') of vertical height in twelve feet (12") of horizontal length.
- B. A ramp shall not change in grade from the bottom to the top, or between platforms.
- C. A ramp shall be provided with a landing at the bottom of the ramp and a platform at the top of the ramp, at intervals of no more than thirty feet (30') in length, at any change in direction of travel and at any door opening as follows:
 - 1. The bottom landing or approach to a ramp shall be no less than three feet in width by six feet in length (3' x 6') or approach to the ramp.
 - 2. The top platform of a ramp shall be no less than five feet in width by three feet (5' x 3') in length (depth or protrusion).
 - 3. Where a door opens onto a ramp, a platform shall be provided of no less than five feet (5') in length or path of travel and at the same elevation as the floor of the door it serves.
- D. Ramps and platforms shall be provided with handrails and guardrails (see spec. 5.4 and 5.5).
- E. Exterior ramps shall be made of non-slip materials.
- F. All landings or platforms shall be level in grade and no less than three feet in width by three feet (3' x 3') in length or depth.

5.4 HANDRAILS:

Handrails shall be provided, designed, and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number, and protection.

- A. Handrails shall be provided on stairs, steps and ramps rising more than thirty-eight inches (38") above a floor or grade and stairways of more than three (3) risers.
- B. The top member of a handrail shall be smooth surfaced.

- C. Handrails shall be located no less than thirty inches (30") and no more than thirty-four inches (34") above the leading edge of a tread.

5.5 GUARDRAILS:

- A. Guardrails shall be provided, designed and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number and protection and shall comply as follows:
 - 1. Guardrails shall be provided at unenclosed floor openings, landings, platforms, ramps, balconies or porches which are more than thirty inches (30") above grade, and on unenclosed sides of stairs, steps, and ramps rising more than thirty inches (30") or three (3) risers.
 - 2. Guardrails shall be provided with intermediate rails, lattice work, or ornamental pattern constructed so that a sphere six inches (6") in diameter cannot pass through.
 - 3. Guardrails on steps shall be to the height specified for handrails. All other locations shall have a minimum of thirty-six inches (36") in height.
 - 4. The top member of a guardrail shall be sanded smooth.

5.6 DOORS:

- A. All doors used for ingress and egress shall be six feet eight inches (6'8") in height and three feet (3' 0") in width and hung with a clearance around the perimeter of no less than one-sixteenth inch (1/16") and no more than one-eighth inch (1/8").
- B. All doors shall be hung in jambs and casings that are plumb and level. When jambs and casings are damaged they shall be replaced with new pre-hung jambs, casings and trim. All hardware shall be mortised true as to fit.
 - 1. New exterior pre-hung jambs shall be no less than one and one-fourth inches (1 1/4") thick with an allowance for a screen door assembly (see spec. 5.6(G)), and shall be sanded smooth and protected from weather immediately upon completion of hanging by painting or varnishing.
 - 2. Rabbited exterior jambs shall be no less than one and one-fourth inches (1 1/4"), and shall not be rabbited to less than five-eighths inch (5/8").
- C. Exterior doors shall be solid core fiberglass, six panel, columnist or better and no less than one and three-fourth inches (1 3/4") thick and no less than thirty-six inches (36") in width,
 - 1. Exterior doors shall open to the exterior rather than the interior of a dwelling, unless local codes prohibit an exterior opening door. (Local code - they may swing either way depending on the manufacturer.)
 - 2. Exterior doors shall be weather tight and provided with three (3) four inch by four inch (4" x 4") pre-finished hinges, and aluminum or wood threshold with vinyl strip (sized to fit opening), and a keyed lock of quality equal to "Schlage A Series" lever

type or better (installed in accordance with manufacturer's specifications). A thumbed deadbolt with a minimum one inch (1") bolt is also required and shall be keyed alike.

3. Exterior doors shall be protected from weather immediately upon completion of hanging by painting.
- D. Interior doors shall be hollow core wood, birch or better, six (6) panel, columnist or better no less than one and three-eighths inches (1 3/8") thick and no less than thirty six inches (36") wide unless otherwise specified.
1. New interior pre-hung jambs shall be no less than five-eighths inch (5/8") thick and painted or varnished as to Section XV (Painting).
 2. Interior doors shall be provided with three (3) three and one-half by three and one-half inch (3 1/2" x 3 1/2") pre-finished hinges, and the proper lock (passage or privacy). Locks shall be equal to "Schlage A Series" or better, lever type to match exterior doors and shall be installed in accordance with manufacturer's specifications and ADA compliant.
 3. Interior doors shall be installed to accommodate floor covering plus approximately one-fourth (1/4) to one-half (1/2) inch for ventilation when required.
 4. Interior pocket doors shall comply with specifications for interior doors as to size, thickness, locks, clearance, and finish.
- E. Closet doors will be six panel, by-pass, bi-fold or louvered designed to fit opening and installed as to manufacturer's specifications and include a passage latch.
- F. Doors provided for areas requiring mechanical or combustible ventilation shall comply with local fire ordinances.
- G. Screen doors must be aluminum and shall be installed with either pneumatic or spring closers. A bug strip, screen guard and locking device shall be provided.
- H. Access doors or coverings for openings into crawl spaces under a dwelling and for openings into attic areas shall be as follows:
1. An interior attic access door constructed of half inch (1/2") plywood painted to match ceiling of no less than twenty-two inches by thirty-six inches (22" x 36") shall be provided in addition to one opening in the garage ceiling twenty-two inches by forty-eight inches (22"x 48") with pull down stairs.
 2. Access door shall be tightly fitted.
- 5.7 **WINDOWS:**
- A. Windows shall include framing, locks, casing, sills, trim, screens, and weather protection, PGT or equivalent. Bathroom windows shall be obscured glass to five feet (5') above the floor. The Florida Building Code is also applicable to windows that are near doors and shower areas that require tempered glass.

1. Windows shall be sized to fit openings unless otherwise specified in work write-up.
 2. All windows exposed to weather shall be provided with flashing above window and caulked around the perimeter.
 3. Windows shall be caulked between framed opening and window upon installation and caulked around perimeter of window after installation.
 4. Windows shall comply with the light, ventilation, and egress requirements of the Florida Building Code.
 5. Windows shall be provided with proper locks and shall have the capability to remain in the open position desired without the use of props.
- B. All windows shall be provided with sill of solid surface or cultural marble.
- C. Windows shall be Low Solar Gain Low-E glazed aluminum Miami Dade compliant, impact resistant, with self-storing screens, and installed in accordance with manufacturer's specifications. Sills are required under Item (B). Trim around window as needed to provide a complete installation, with no noticeable defects in materials or workmanship. Colonial finish, front elevation only.
- E. Window screens shall be aluminum frame with either a charcoal fiberglass screen mesh or not less than eighteen by fourteen (18 x 14) strands per inch with a strand diameter of .011 or an aluminum mesh. Screen shall be stored and protected (not installed) until all exterior work and painting is completed.

SECTION 6

6.0 FRAMING:

Framing shall be in compliance with the drawings, the Florida Building Code and specifications herein as required.

6.1 FRAMING:

Compliance with the work write-up, the Florida Building Code and specifications herein as required.

6.2 WALL FRAMING:

- A. Studs shall be two inches by four inches (2" x 4") unless plumbing requires two inches by six inches (2" x 6") for passage of pipes. Maximum spacing shall be twenty four inches (24") on center
- B. Unless reinforced, studs shall not be notched more than one-fourth (1/4) of their depth, or drilled through the wide face more than one and one-fourth inch (1 1/4") in a four inch (4") stud or two inches (2") in a six inch (6") stud.

- C. Block walls shall be furred out with one inch by two inch (1" x 2") pressure treated wood. Furring shall be nailed into block walls sixteen inches (16") on center into the solid portions of the block.

6.3 CLOSETS:

- A. Clothes closets shall be sized with a minimum interior depth of two feet (2') and shall have a door. (See spec.6.2(C)).
 - 1. A closet shelf shall not be higher than six feet (6') from the floor and shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").
 - 2. A closet rod for clothes hanging shall not be higher than five feet (5') above the floor and shall support ten (10) pounds per linear foot with a vertical deflection of not more than one-fourth inch (1/4").
 - 3. There shall be a clearance between the shelf and rod of no less than two inches (2").
- B. Linen closets shall be no less than twelve inches (12") in depth and width and shall have at least four (4) shelves, and shall have a door.
 - 1. Shelves shall be spaced no less than twelve inches (12") apart with the top shelf no higher than six feet (6') above the floor and the bottom shelf no less than twelve inches (12") above the floor.
 - 2. Shelves shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").

6.4 ROOF AND CEILING FRAMING:

- A. Roof trusses, when provided, shall be engineered by a licensed truss manufacturer and stamped by the manufacturer, to assure structural integrity.
- B. Eaves shall extend at least twenty four inches (24") from vertical wall & be constructed according to the drawing and codes.
 - 1. Soffit materials shall be rib-wire lath & stucco no less than three-quarter inch (3/4") thickness, or twelve inch (12") wire.
 - 2. Fascia material shall be cedar or approved equal.
 - 3. Eave ventilation shall comply with the Florida Building Code for non-vented attic space.

SECTION 7

7.0 ROOFING:

Roofing shall be in compliance with the work write-up, the Florida Building Code, manufacturer's specifications and specifications herein as required. SRI (Solar Reflectance Index) value must be a 29 or greater.

7.1 ROOFING REQUIREMENTS:

All roofing conducted shall conform to Florida Building Code, Hurricane Mitigation Retrofits as identified by Rule 9B-3.0475.

- A. Scheduling of roofing inspections shall be the responsibility of the contractor, allowing a minimum of twenty four (24) hours for coordination of inspections or as directed by the local building official.
- B. Roofing shall not be done during inclement weather.
- C. Roofing shall include all underlayment, felt shall be minimum thirty pound (30 lb.), all metal flashing, and all roof coverings as follows:
 - 1. Sheathing shall consist of five-eighth inch (5/8") CDX plywood. Sheathing shall be exterior grade material only. A sheathing inspection shall be performed by the building inspector prior to installation of shingles. All sheathing shall be nailed according to the latest edition of the Florida Building Code
 - 2. Metal flashing, valley flashing, chimney flashing, wall flashing, counter flashing, cantstrips, chimney crickets and flashing all protrusions through the roof such as pipes, vents and stacks.
 - 3. Roof covering shall be fiberglass shingles.

7.2 FIBERGLASS SHINGLES:

Fiberglass shingles shall be minimum Architectural Grade and provided for all dwellings having a pitch of three-twelfths (3/12) or more, and shall be installed according to manufacturer's specifications.

- A. Fiberglass shingles shall be no less than a Class "A" fire and wind rating nor less in weight than two hundred fifteen (215) pounds per square (100 sq. ft.) and shall be provided with no less than a thirty (30) year limited warranty, and shall be attached with a minimum of six (6) fasteners per three (3) tab shingle. Roof felt shall be minimum thirty (30) lb..
- B. Color shall be SRI (Solar Reflectance Index) value of 29 or greater.

7.3 VENTILATION:

- A. Ventilation or non-ventilation of attic space shall be according to the Florida Building Code and specifications set by the architect for a sealed conditioned attic.

SECTION 8

8.0 EXTERIOR WALLS:

Exterior wall shall comply with the engineered drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

8.1 EXTERIOR WALL REQUIREMENTS:

- A. Exterior walls shall provide safe and adequate support for all loads imposed upon them, and prevent the entrance of water or excessive moisture (see spec. 10.2).
- B. Stucco thickness shall be according to drawings.

SECTION 9

9.0 INTERIOR COVERINGS:

Interior coverings shall be in compliance with the drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

9.1 WALLS AND CEILINGS:

- A. Plaster or drywall may be used. See Section X (Insulation) and Section XV (Painting).

9.2 DRYWALL:

- A. Drywall shall be no less than one-half inch (1/2") in thickness and shall include metal corner beads, taping, finishing, and all trim moldings.
- B. Drywall shall not be fastened nor glued directly to masonry walls.
- C. Ceilings in bathrooms shall be smooth finish with enamel paint. All other ceilings shall be finished in the following manner: knockdown only.
- D. All Walls shall be smooth finish.
- E. Moisture proof sheetrock (Dura-rock) shall be used on walls surrounding plumbing fixtures including entire shower or bath area.

9.3 TILE FLOORING:

- A. All living space shall be tile with the exception of all bedrooms and bedroom closets.
- B. Tile flooring shall meet FHA standards and be installed to comply with manufacturer's specifications and recommendations. Flooring in kitchens and bathrooms and marked area on drawings must be tile.
- C. Owner/City shall have a choice of style and color with in bid price range. One dollar to one dollar and 25 cents (\$1.00- \$1.25) per sq. ft – not installed.

9.54 BAMBOO WOOD FLOORING:

- A. All bedrooms and bedroom closets shall be pre-finished solid or engineered bamboo wood flooring installed according to the manufactures specifications and with a JANKA hardness rating of twenty-eight hundred to three thousand (2800 to 3000).
- B. Owner shall have the choice of color.

SECTION 10

10.0 INSULATION:

Insulation shall be in compliance with the work write-up, Florida Building Code and specifications herein as required.

10.1 CEILING INSULATION

Closed cell spray icynene foam insulation on underside of roof decking.

- A. All attic area above living area shall be conditioned space with the underside of the roof decking coated with icynene foam insulation.
- B. A certification sticker shall be affixed to the access opening upon completion.
 - 1. Sticker shall state the type of insulation and "R" rating and shall be dated and signed by the Contractor upon completion.
 - 2. The contractor shall not sign or date the certification sticker until he has inspected the work and is assured of its compliance with manufacturer's specifications.
- C. Exception: Dwellings with flat roofs or other ceiling areas where installation is impractical shall be insulated only when the ceiling or roof covering is removed.

10.2 WALL INSULATION:

- A. Wall insulation with a rating of no less than "R 20" shall be provided in all exterior walls of a dwelling when using ICF construction. All wall penetrations shall be filled using a low VOC sealant or weather stripping.

10.3 PLUMBING INSULATION:

All water pipes exposed to weather shall be insulated unless buried twelve inches (12") below the ground or under dwellings with a continuous foundation wall. Insulation shall be foam sleeve, securely installed.

SECTION 11

11.0 CABINETS:

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

11.1 CABINET REQUIREMENTS:

- A. Cabinets shall be raised panel standard in size, style and finish and shall include doors, drawers, hinges, handles and closures, and be securely installed.
- B. Wall and base cabinetry shall be constructed of no less than three-eighths inch (3/8") thick plywood or approved solid wood with wood veneer. Pressed board or engineered wood is not acceptable.
- C. Shelves shall not be less than three-eighths inch (3/8") thick and support no less than twenty-five (25) pounds per linear foot.
- D. Vertical surfaces of cabinets (front, sides, doors, and drawers) shall be clad with plastic laminate or sealed with varnish, shellac, lacquer, polyurethane or oil based enamel paint.
- E. Base cabinets and vanities which abut a wall shall be provided with back splashes, including side splashes for corner walls. Solid surfaces are a significant step up in cost from laminates. An in between option is a plywood and solid surface composite. This type of countertop consists of a plywood backing with a thick solid surface layer on top. By reducing the amount of polymer material needed because the solid polymer layer is thinner, the cost of the kitchen countertops can be reduced while still providing the look and feel of a thicker solid surface.
- F. All interior surfaces shall be painted with low VOC paint or moisture protective finish. No use of Urea-Formaldehyde (UF).
- G. Owner shall have choice of at least two (2) colors and types of finish.

11.2 VANITY CABINETS:

- A. Imitation molded marble top with integral sinks shall be used for vanity top.
- B. Vanity cabinets shall be no less than thirty inches (30") nor more than thirty-four inches (34") in height. Width shall be a minimum of thirty inches (30"), space permitting, and not less than twenty inches (20") wide in any case.
- C. No use of Urea-Formaldehyde (UF).

11.3 KITCHEN BASE CABINETS:

- A. Counter top shall be no less than twenty-five inches (25") in depth, width or protrusion. Counter top shall include a back splash around any perimeter abutting a wall of no less than four inches (4") in height.
- B. Base cabinets, including counter tops shall be thirty-six inches (36") in height, and toe recess shall be provided.
- D. Drawers shall be provided in at least one base cabinet. Drawers shall be at least twenty-one inches (21") long and five and one-fourth inches (5 1/4") deep.
- E. No use of Urea-Formaldehyde (UF).

11.4 KITCHEN WALL CABINETS:

- A. Wall cabinets shall be no less than twelve inches (12") in depth. No use of Urea-Formaldehyde (UF).**
- B. Wall cabinets installed over a counter or base cabinet shall be installed no less than fifteen inches (15") or more than eighteen inches (18") above the counter or base cabinet.**
- C. Cabinets shall be no less than the following vertical lengths:**
 - 1. over base cabinets, thirty inches (30").**
 - 2. over range or sink (if specified on plans), twenty inches (20").**
 - 3. over refrigerator, fifteen inches (15").**

11.5 APPLIANCES:

All appliances provided for the same home are to be the same brand and three color choices (white, bone or black). The City will not accept any Frigidaire brand appliances.

- A. Refrigerators shall be a minimum of eighteen (18) cubic feet in size, frost free, 2 adjustable shelves minimum, top freezer model, five year warrantee on compressor, cords included and Energy Star rated.**
- B. Range shall be electric, free standing with anti-tip bracket, conventional, thirty (30) inch wide, smooth glass top with 2 large burners & 2 small burners, window in oven door, storage drawer below, self cleaning, oven light, cord included and Energy Star rated.**
- C. Range hood, electric, thirty (30) inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, mitered side and hemmed bottom edge for safety & easy cleaning.**
- D. Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included and Energy Star rated.**

SECTION 12

12.0 PLUMBING:

Plumbing is to be in compliance with the drawings, Plumbing Codes, manufacturer's specifications, and specifications herein as required

12.1 PLUMBING REQUIREMENTS:

- A. Plumbing workmanship shall conform to generally recognized and accepted good practices of the plumbing trade.**
- B. The contractor shall be responsible for layout and installation of all plumbing.**

- C. Shut-off valves shall be installed on water lines at each fixture, except bathtubs and showers. All installations shall include new materials, faucets, supply tubes, waste and vent plumbing, and or new toilet seats.

12.2 PLUMBING FIXTURES:

- A. Bathtubs shall be white enameled steel equal to American Standard, Crane or Kohler, or equivalent.
 - 1. Bathtubs shall be no less than sixty inches long by thirty inches wide by fifteen inches deep (60" x 30" x 15").
 - 2. The bottom surface of a bathtub shall be slip resistant.
 - 3. Backing for grab bars shall be installed to sustain a dead load of two hundred and fifty (250) pounds for five (5) minutes. Backing for grab bars shall be installed in all bathrooms thirty-one (31") to thirty-eight inches (38") above the concrete floor along back wall of the tub at least fifty-two inches (52") long.
- B. Waterclosets shall be elongated, white vitreous china equal to American Standard, Crane or Kohler, or equivalent with white toilet seat.
 - 1. Water closets shall be no less than fourteen inches (14") high from finished floor to rim.
 - 3. Waterclosets shall include back flow preventer water control with volume regulator, flush valve and trip lever.
 - 4. Waterclosets shall be high efficiency designed to have a dual flush option and utilize not more than one point one (1.1) gallons of water per flush for liquid flush and one point six (1.6) gallons of water per flush for solids.
- C. Lavatories shall be vanity type not less than eighteen inches (18") round, space permitting. A one-piece molded lavatory and vanity top may be installed.
- D. Laundry shall have hot and cold water supply and drainage for a washing machine.

12.3 KITCHEN SINKS:

Kitchen sinks shall be double compartment, insulated stainless steel with washerless fittings, and be not less than thirty-three inches by twenty-two inches by eight inches (33" x 22" x 8"). Sink faucet shall be of the water saver type point five to one (.5-1.0) gal per minute.

12.4 FITTINGS:

- A. Bathtub, shower, and lavatory faucets may be single or double control and shall be washer less type equal to American Standard, Crane or Kohler.
- B. Shower heads shall be designed to utilize no more than one point five (1.5) gallons of water per minute.

12.5 WATER LINES:

Water lines shall be copper & properly insulated and protected from weather and freezing, see spec. 10.3.

12.6 WATER HEATER: 3 options

Option 1:

A glass lined, quick recovery electric water heater connected to a time clock shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 2:

A glass lined, quick recovery electric water heater with a standalone heat pump shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 3:

Solar heated panel mounted on roof with an eighty (80) gal water heater installed in garage. (roof trusses must reflect this added load on plans)

SECTION 13

13.0 ELECTRICAL:

Electrical shall be in compliance with the drawings, the Florida Building Code, the National Electric Code (latest edition adopted by the local government), policies of local Utility Company and specifications herein as required.

13.1 ELECTRICAL REQUIREMENTS:

- A. Any dangerous or improperly installed electrical components or equipment shall be reported to the Housing Construction Specialist and repaired or replaced as to work write-up or change order.
- B. Electric service shall be no less than two hundred (200) amps and shall include the appropriate breaker panels, circuits and circuit breakers and shall be properly grounded.
- C. All electrical wires, junctions, boxes, fixtures, etc. shall be properly installed and fastened to dwelling.
- D. Bathrooms shall have a GFI receptacle located in accordance with all requirements of the National Electrical Code.

- E. Bedrooms to have a double switch at doorway to operated ceiling fan and one outlet along the bedroom wall.
- F. Laundry room/area shall have electrical service 220/240 volts for a clothes dryer and 110/120 for a washing machine.

13.2 SMOKE ALARMS:

- A. Smoke alarms shall be located in each bedroom and central hallway, and installed per manufacturer's instructions. All smoke detectors shall be hardwired in sequence on a dedicated circuit and have battery backup.

13.3 LIGHTING: LED or Fluorescent bulbs

- A. All lighting shall be permanent fixtures, wall switch controlled. Unless otherwise indicated on the write-up or drawing, fixtures shall be ceiling mounted (except bathroom).
- B. Bathroom lighting shall be wall-mounted above the lavatory and a fixture in the ceiling unless otherwise indicated, and shall be not less than one hundred (100) watts total. All bulbs shall be either fluorescent or LED.
- E. Kitchen lighting shall be according to the drawings.

13.4 VENTILATION:

- A. Exhaust fans, energy star rated, for kitchen or bathroom shall be properly vented through the soffit, unless otherwise noted. Each bathroom shall have an exhaust fan. Exhaust fan must be energy star rated.

13.5 CARBON MONOXIDE DETECTORS

- A. Carbon Monoxide Detectors shall be installed as per Rule 9B-3.0472

For purposes of this rule, the following definitions shall apply:

CARBON MONOXIDE ALARM. A device for the purpose of detecting carbon monoxide, that produces a distinct audible alarm, and is listed or labeled with the appropriate standard, either ANSI/UL 2034 - 96, Standard for Single and Multiple Station CO Alarms, incorporated herein by reference, or UL 2075 - 04, Gas and Vapor Detector Sensor, incorporated herein by reference, in accordance with its application. Both documents may be obtained by writing to: Codes and Standards Section, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

FOSSIL FUEL. Coal, kerosene, oil, fuel gases, or other petroleum or hydrocarbon product that emits carbon monoxide as a by-product of combustion.

- B. Every building having a fossil-fuel-burning heater or appliance, a fireplace, or an attached garage shall have an operational carbon monoxide alarm installed within 10 feet of each

room used for sleeping purposes.

- C. Alarms shall receive their primary power from the building wiring when such wiring is served from the local power utility. Such alarms shall have battery back up.
- D. Combination smoke/carbon monoxide alarms shall be listed or labeled by a Nationally Recognized Testing Laboratory.
- E. Carbon monoxide detectors shall be installed outside the garage entry door between the garage and living space.

SECTION 14

14.0 HVAC:

HVAC shall be in compliance with the work write-up, electrical, gas and mechanical, the Florida Building Code and energy codes, manufacturer's specifications and specifications herein as required. Heating units are to be operational at the final inspection.

14.1 AIR CONDITIONING:

- A. The air conditioning unit serving every habitable room in a dwelling unit, including bathrooms and halls, shall be capable of maintaining a temperature of at least sixty-five (65) degrees Fahrenheit at three feet (3') above the floor on the coldest day of the year.
- B. A/C unit must be Energy Star rated with a min. SEER rating of 16.
- C. HVAC units shall be installed by licensed HVAC contractors and installed in a conditioned space inside the home. (not to be installed in conditioned attic space)
- D. Provide an A/C Condenser Security cage (Suggested, 3 way adjustable, W x D adjustable 30 to 51 in, H adjustable 34 to 59 in. - Manufacturer, AC Guard Security Cage Mfr. Model # ACGU distributors web site- (www.ac-guard.com/distributor.html). Expand the slab to hold the condenser and the cage with additional space for garbage can storage.

14.2 HEATING UNIT DESIGN AND CALCULATIONS:

- A. BTU (British Thermal Units) shall be used to figure the amount of the cool load.
- B. Air systems shall include ductwork and appropriate supply and return vents to distribute air evenly throughout the dwelling. Air supply vents shall have a closeable register in each room. A digital programmable thermostat shall be located appropriately to control temperature evenly throughout the dwelling.
- C. All electric heating units shall be heat pump units having a minimum SEER rating of sixteen (16) with an emergency ten kilowatt (10k) heat strip and Energy Star rating. Trane or equivalent.

14.3 DUCT SYSTEM:

- A. All duct work shall be properly sealed using mastic at all connections.

SECTION 15

15.0 PAINTING AND FINISHING:

Painting and finishing shall be of low VOC and in compliance with the drawings, the manufacturer's specifications, and the specifications herein as required.

15.1 PREPARATION:

- A. Preparation shall include the following: cleaning, sanding, scraping, filling holes and cracks, caulking, sealing, pressure treating, moisture proofing and protection of surfaces and surrounding areas.
- B. Prepare surfaces prior to applying paint, stain, varnish, etc. as follows:
 - 1. Foreign material shall be removed.
 - 2. Holes, cracks, and indentations shall be properly filled, surfaces scraped, cleaned, and sanded uniformly smooth.
 - 3. Porous surfaces, chalky surfaces, masonry, such as block, stucco, and concrete slabs, shall be cleaned and sealed before painting.
 - 4. Proper precautions shall be taken by the contractor and his painters to protect all surrounding surfaces, flooring, and landscaping from possible damage and paint splattering. Any damage to personal property shall be repaired at the contractor's expense.

15.2 APPLICATION OF PAINT:

- A. Paint shall be applied to a mil thickness of no less than five (5) mils per coat.
- B. For two (2) or three (3) coat application, the first coat shall be prime coat or sealer coat, as applicable.
- C. A minimum of two (2) coats of paint shall be applied to new surfaces. Additional coats may be required to obtain full coverage.
- D. Bathroom and kitchen walls shall be painted with enamel semi-gloss washable paint.
- E. Interior and exterior wood surfaces shall be covered with oil base or latex paint unless otherwise directed by the drawings. All pressure treated wood shall be painted with oil based paint.

15.3 APPLICATION OF STAIN, SEALER:

- A. Stain shall be applied evenly to obtain selected shade.
- B. Varnish or shellac shall be sanded smooth between coats.

15.4 SELECTION:

- A. Contractor shall assure that paint selected is appropriate for surface (masonry, exterior wood, etc.).
- B. Owner's choice shall be documented in order to avoid disputes regarding color.

15.5 LEAD BASED PAINT:

- A. Lead based paint shall not be applied to any dwelling, interior or exterior. Lead based paint is defined as paint containing more than 0.05% lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- B. All OSHA requirements regarding safety of workers shall be the responsibility of the contractor.

SECTION 16

As per Section 2.2, the work site shall be graded to blend with the surrounding area.

16.0 LANDSCAPE:

- A. The entire lot (from edge of pavement to rear property line) shall be sodded with bahia.
- B. Four (4) trees per lot shall be installed. The lot shall have two (2) live oak trees, one (1) in front yard and one in rear yard. Each lot shall also have two (2) crepe myrtles, one in the rear yard and one in the front yard. All trees shall meet the landscape code requirement of the City' Landscape Code.
- C. There shall be fencing provided around the A/C and garbage pad.

Attachment 2

Listing of Addresses & Legal Description of Sites for New Home Construction

<u>NSP #</u>	<u>Address</u>	<u>Legal Description</u>	<u>Zip Code</u>
NS-001	681 SW Addie St	L8, B147, S27	34983
NS-002	351 SW Voltair Ter	L11, B639, S13	34984
NS-003	2202 SE Sidonia St	L11, B90, U5	34952
NS-005	373 SW Nativity Ter	L3, B666, S13	34984
NS-006	750 NW Placid Ave	L29, B28, S25	34983
NS-012	1633 SW Morelia Ln	L5, B1069, S9	34953
NS-015	1633 SW Diamond St	L8, B1230, S20	34953
NS-017	1437 SW Goodman Ave	L30, B1196, S8	34953
NS-023	2221 SW Savage Blvd	L15, B1771, S35	34953
NS-026	649 NW Bayshore Blvd	L14, B31, S25	34983
NS-027	1831 SW Norman Lane	L6, B673, S13	34984
NS-038	696 SW Heather St	L11, B147, S27	34983
NS-042	1279 SW Avens St	L30, B166, S4	34983
NS-059	1568 SE Faculty Ct	L16, B3297, S49	34952
NS-071	470 SW Asbury Lane	L1, B248, S6	34983
NS-075	1929 SE Redwing Cir	L16, B201, U15	34952
NS-088	1573 SE Faculty Ct	L12, B3297, S49	34952
NS-100	2222 SE Sidonia St	L12, B90, U5	34952
NS-104	1702 SE Biddle Ln	L18, B563, S13	34984

NS-115	141 NE Surfside Ave	L6, B479, S26	34983
NS-125	502 NW Sherbrooke Ave	L12, B50, S25	34983
NS-127	508 NW Avon St	L18, B112, S27	34983
NS-133	441 NW Concord Drive	L11, B23, S25	34983
NS-136	1699 SE Casella Court	L11, B3300, S50	34952
NS-137	1054 SE Euclid Ln	L22, B402, S3	34983
NS-140	1715 SW Taurus Ln	L2, B559, S13	34984
NS-141	2017 SW Burlington St	L3, B675, S18	34984
NS-148	2401 SW Mariposa Ave	L4, B1554, S30	34952
NS-152	601 SW Seagull Ter	L30, B1140, S9	34953
NS-157	782 SW Duxbury Ave	L20, B231, S28	34983
NS-500	1967 SW Sylvester Lane	L12, B672, S13	34984

**CITY OF PORT SAINT LUCIE
CONTRACT #20120030**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and GROZA BUILDERS, INC., 511 SW Port Saint Lucie Blvd., Port St. Lucie, Florida 34953, Telephone No. (772) 366-7653, Fax No. (772) 336-2272, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the contract supervisor shall mean Community Services Director, at (772) 871-5264 or his/her designee.

NOTICES

City Project Manager: Acting Community Services Director: Patricia Selmer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5264 Fax: 772-344-4340
Email: PatS@cityofpsl.com

City Contract Administrator: James Pritchard, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-873-6338 Fax: 772-871-7337
Email: jpritchard@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal (RFP) #20120030, is for New Construction of Single Family Housing in Port St. Lucie for the Neighborhood Stabilization Program (NSP), which RFP is incorporated herein by this reference and in Exhibit A, Attachments 1 & 2.

The City has no obligation to award additional homes to any vendor. The award by the City of any additional new homes will be determined by the quality, time taken and price of their completed new home construction.

**SECTION II
TIME OF PERFORMANCE**

The initial term shall commence on October 1, 2012 and continue for two (2) years thereafter until September 30, 2014. In the event all work required in the proposal specifications has not been completed by the end of the contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor at no additional cost to the City until all work specified in the RFP has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor for a completed home will be determined by the contracted price per square foot (listed below) per type of home requested along with the total of all variables required for each lot. The Contractor will quote on each designated type home on the specified lot. After negotiation, final pricing with all variables will be presented to Council for approval along with a contract. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XIII. Payment will be made in the following manner:

Contracted pricing per square foot:

Type 1 - \$68.31 Type 2 - \$65.03 Type 3 - \$57.28

Home Type:

- 1.) three bedroom, two-bathroom, 1200 square foot with single car garage of 300 sq ft, for a total of 1500 sq ft; and
- 2.) three bedroom, two-bathroom, 1500 square foot with double car garage of 400 sq ft, for a total of 1900 sq ft; and
- 3.) four bedroom, two-bathroom, 1800 square foot with double car garage of 400 sq ft, for a total of 2200 sq ft.

Before issuance of final certificate, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the Specifications, and of all claims by the Contractor except those previously made and still unsettled.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu

thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City'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.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by CONTRACTOR qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120030 for New Construction of Single Family Housing shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide

coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

The Contractor shall also be required to provide Builders Risk while the buildings are under construction for the face value of the home.

The Contractor shall also provide Professional Liability Insurance coverage.

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: A Performance and Payment Bond shall be required if the annual contract award exceeds \$250,000.00. The Performance and Payment Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII HUD CONTRACT PROVISIONS

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). A copy of those provisions is included in Exhibit A attached hereto and made a part hereof.

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION XIX FIELD CHANGES

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION X
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done, are to comply with all local state and federal laws and regulations.

**SECTION XI
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION XII
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed the Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve the Contractor of the responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall govern.

**SECTION XV
LICENSING**

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Contractor warrants that all licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVII
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate the Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. The Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in

completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractors in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XIX LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said

materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XXII
RENEWAL OPTION**

The initial Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

**SECTION XXIII
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of GROZA BUILDERS, INC.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

EXHIBIT A [to contract]

HUD Section 3 Regulations: The work to be performed under this contract is subject to the following requirements:

- 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 regulations 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 commitments 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 qualification 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.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NSP Vicinity Hiring Requirements: If the housing site is located in the NSP3 “vicinity,” the work to be performed under this contract is subject to the following requirements:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the “vicinity.” For NSP3 the vicinity is described as follows:

Census Tract 2005, Block Group 2:

Bordered on the West by Florida’s Turnpike, on the North by Prima Vista Blvd., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.

- b) To ensure compliance with ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and have been certified by the Vicinity Hiring Certification.
- c) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small businesses owned and operated by persons residing in the vicinity.
- d) The Contractor is strongly encouraged to provide listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

ATTACHMENT 1

RFP 20120030

NSP

NEW CONSTRUCTION PROGRAM

STANDARD SPECIFICATIONS

Prepared by
Port St. Lucie &
Revised from the St. Lucie County
Community Services Housing Division
Revised 8/30/2011

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SECTION 1

GENERAL

- 1.0 **SCOPE** of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the new construction of the property identified in the work write-up.
- 1.1 **VALIDITY**: If any part of this document is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this code.
- 1.2 **THESE SPECIFICATIONS** shall be followed by the contractor and all subcontractors performing work on each new home construction project and are a part of each Contract for New Construction.
- 1.3 **THE CHANGE ORDER** shall take precedence over the specifications when in conflict as to the material, equipment, workmanship, etc. The Housing Construction Specialist shall make the final determination when a conflict exists.
- 1.4 **ANY DRAWINGS** included with the work write-up are for illustration and may not be exact or to scale. (See spec. 1.7)
- 1.5 **TRADE NAMES** or brand names are used in the Basic Specifications to establish quality, style or type of equipment or material required.
- 1.6 **THE TERMS "EQUAL" OR "BETTER"** allow for substitutions as to the trade name. The determination of equal or better shall be made by the Housing Construction Specialist. Installation of substitutions without prior approval shall be at the Contractor's risk.
- 1.7 **THE CONTRACTOR** shall be responsible for all applicable building permits and fees, connection details required for permitting, utilities and sanitation facilities, exact dimensions and construction details, and for acts and omissions of his employees and subcontractors and shall employ only qualified persons, skilled in the job to which he is assigned.
- 1.8 **SUBCONTRACTORS** shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor from full responsibility under the contract nor responsibility to the owner for the proper completion of all work to be performed under the contract. The General Contractor shall not be released from his responsibility by a sub contractual agreement he may make with others.
- 1.9 **CHANGES** proposed by either the contractor or the owner shall be in writing and agreed to by the contractor, the owner, and the Housing Construction Specialist, before any change in work is started. No change orders will be issued except for code related items discovered after the work has commenced, unless determined necessary by the Housing Construction Specialist.

- 1.10 **MATERIALS** shall be new, in good condition and of the grade required by the specifications. Materials damaged in shipment or prior to owner's acceptance shall be replaced at the contractor's expense.
- 1.11 **WORKMANSHIP** shall be done in accordance with the trades standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship".
- 1.12 **DAMAGED**, deteriorated, loose, or missing items shall be reported to the Housing Construction Specialist who will determine whether the item will be repaired or replaced. Any damage resulting from the contractor's work shall be repaired or replaced by the contractor at no additional cost to the agency or owner.
- 1.13 **CODES**: All work performed shall be in accordance with all locally applicable codes, laws, regulations, and rules such as: HUD's Housing Quality Standards for The Section 8 Existing Housing Program; Federal, State and local Codes; Manufacturer's Specifications and recommendations for Installation; Title X standards regarding lead based paint; and Florida Statute 469 regarding asbestos.
- 1.14 **BUILDING OFFICIAL** shall mean the locally appointed Building Official and/or his appointed assistant(s).
- 1.15 **QUANTITIES** may be provided as an estimate in determining the area to be covered, repaired, replaced, or installed. This estimate is not intended to be an exact determination of the amount of material required. Actual field dimensions and verifications shall be the responsibility of the contractor.
- 1.16 **HOUSING CONSTRUCTION SPECIALIST** shall mean the person(s) assigned by the Port St. Lucie Building Department to perform housing contract performance inspections and supervision of work. Such person(s) are not a party to housing contracts.
- 1.17 **APPLICABILITY**: Section II of this document applies to all work performed under the local housing program, whether indicated in the work write-up or not. Instructions in other sections are applicable only when the contract documents require a work item to be provided as described in the specification.
- 1.18 **REPLACE** shall mean to remove the existing and install a new replacement.

SECTION 2

2.0 SITE WORK AND INSPECTIONS:

Site work and inspections shall be in compliance with the work write-up, the Florida Building Code, Port St. Lucie Code of Ordinances and specifications herein as required.

2.1 ADJACENT PROPERTY:

When adjacent property is affected by contract work, it shall be the contractor's responsibility to take whatever precautions are necessary for the protection of the adjacent property and to notify the owner thereof prior to such actions.

2.2 FINAL CLEAN UP:

Upon completion of construction, the entire premises shall be cleaned and cleared, with debris removed and interior left clean. Provisions for the clean up of lead paint chips or dust shall be the responsibility of the contractor. The work site premises shall be graded to blend with the surrounding area.

2.3 MANDATORY INSPECTIONS:

- A. The contractor shall notify the Housing Construction Specialist and the Building Official when work is ready for inspection.**
- B. Inspection requests shall be made to the offices of the Housing Construction Specialist and the Building Official and the Contractor shall provide a minimum of 24 hours notice when ordering an inspection.**
 - 1. Rejection or refusal by the Housing Construction Specialist or the Building Official to approve the work for reasons of in-completeness, code violation or inadequacy shall nullify that request for inspection. Any charge for re-inspection shall be the responsibility of the Contractor.**
 - 2. The responsible contractor in charge of the work shall have inspected the work and found it to be in compliance with Code and Contract requirements before a request for inspection is made.**
 - 3. Electric, plumbing, roofing and mechanical subcontractors shall be present or represented at their respective inspections.**
- C. No work shall be done on any part of a building or structure beyond the point indicated herein until such inspection has been made, approved, and signed off for each successive step of construction as indicated, but not limited to each of the following:**
- D. No reinforcing steel, structural work, plumbing, electrical, mechanical, gas or roofing shall be covered or concealed in any manner whatsoever without the approval of the Building Official and/or Housing Construction Specialist. The Housing Construction Specialist and the Building Official reserve the right to request the removal of any covered installation and the cost of re-installation or items or materials shall be borne by the Contractor.**
- E. The Housing Construction Specialist reserves the right to conduct tests to determine compliance with codes and specifications, including, but not limited to, tests of materials and strengths (for example, grab bar thrust resistance). Damage to the property resulting from the failure of work to meet required strength, resistance or other performance standards shall be corrected by the contractor at his own expense.**

2.4 PEST CONTROL INSPECTION:

- A. The general contractor shall obtain a local licensed pest control operator for the extermination of pests and insects when required by contract documents or local building department.**

- B. Exterminators and exterminating procedures shall be in compliance with State and Federal regulations, such as State Law Chapter 482 and HRS Chapter 10D-55 Entomology and local building code.
- C. Upon completion of work, a certificate of extermination and one-year warranty signed by the licensed operator shall be provided to the owner, with a copy to the Housing Rehabilitation Program.

SECTION 3

3.0 CONCRETE:

Concrete shall be in compliance with the contract documents, Florida Building Code, and Fill specifications, herein as required:

3.1 SOIL AND COMPACTION:

- A. Concrete footings and slabs shall be poured on undisturbed soil or soil compacted to a minimum of ninety five percent (95%) of standard laboratory density, or as directed by a licensed structural or foundation engineer.
- B. Areas to receive fill shall be free of vegetation, rocks, debris, deleterious and foreign materials and graded to drain away from building.
- C. Fill may be provided, if available, at no cost to the contractor, in that event trucking will be the builder's responsibility

3.2 CONCRETE CONSTRUCTION:

- A. Concrete shall be ready-mixed concrete of no less than two thousand five hundred (2,500) pounds per square inch (PSI) strength in twenty-eight (28) days.
 - 1. Ready-mixed concrete shall be certified by delivery ticket as to component mixture and any additional components (water, etc.) added at job site shall be written on the ticket.
 - 2. No concrete shall be re-tempered after it has taken an initial set or deposited more than one and one-half (1 1/2) hours after mixing.
 - 3. No concrete shall be poured when surrounding temperature is lower than 40 degrees Fahrenheit.
- B. Areas to receive concrete, either formed or unformed, shall be squared, leveled and plumbed prior to pouring. The complete formed area shall be poured in one continuous pour. Cold joints will not be allowed.
- C. When forms are used they shall be of sufficient strength and properly braced to resist movement.
- D. Grade stakes and/or key cove shall be used to control concrete depths in larger irregular concrete pours.

3.3 CONCRETE FINISH:

- A. Concrete shall be finished level to avoid ponding of water.
- B. Interior concrete shall be smooth trowel finished and sealed or as required by the architect.
- C. Exterior concrete walkways shall be broom finished perpendicular to path of travel.
- D. Exposed edges of all concrete shall be edged with edging trowel.

3.4 CONCRETE FOOTING:

- A. Concrete footing design, connection details and other permit requirements shall be designed by a licensed engineer and shall be the responsibility of the contractor when new footings are required.

3.5 CONCRETE SLABS:

- A. Concrete slabs shall be no less than four inches (4") thick. For interior floor slabs, a minimum of six (6) mil polyethylene (visqueen) vapor barrier shall be installed between ground and concrete.
- B. All concrete slabs shall be reinforced with fiber mesh placed as required by the architect.
- C. All exterior steps, ramp landings, or stairs shall rest upon a poured concrete slab, extending a minimum of four inches (4") out from sides and back of steps, with an apron extending thirty-six inches (36") out in front of steps. Steps, as well as handrails (when required) shall be anchored to concrete.
- D. Perimeter of slab shall be recessed one and one-half inches by nine inches (1 ½" x 9") to fit ICF with vertical steel placed per plan

3.6 EXTERIOR CONCRETE:

- A. All concrete slabs shall be provided with control joints approximately ten feet (10') apart in each direction. Control joints shall extend completely through the depth of the concrete; metal key cove may be used.
- B. All exterior concrete slabs shall be pitched to drain away from dwelling and shall not puddle (hold water) more than one-eighth inches (1/8") deep.

3.7 CONCRETE PIERS, COLUMNS, BEAMS, AND LINTELS:

Concrete piers, columns, beams, and lintels shall be designed and erected to carry the dead and live loads to be imposed on them as to size, components, and bearing, and shall be designed by a licensed engineer. All permit requirements shall be the responsibility of the contractor.

SECTION 4

4.0 MASONRY/ICF Exterior walls:

Masonry shall be in compliance with drawings, Florida Building Code and specifications herein as required.

4.1 ICF/Insulating Concrete Forms

- A. ICF forty-eight inches by sixteen inches by nine inches (48" X 16" X 9") unless otherwise specified in drawings and shall comply with the American Society for Testing Materials (ASTM).
- B. ICF block shall be staggered horizontally in vertical courses when used in wall construction.
- C. Anchorage and/or reinforcement shall be required when concrete blocks support sills, girders, joists, framing or lintels (by means of anchor bolts, straps, and/or durawall). The following requirements shall be used as minimum requirements, and may be exceeded at the direction of the design engineer.
 - 1. Anchor bolts, as required by the design engineer.
 - 2. Anchor straps for girders, joists and framing shall be at the direction of the engineer of record.

4.2 REPAIRS AND REPLACEMENTS:

- A. No masonry shall be laid when surrounding temperature is lower than forty (40) degrees Fahrenheit.
- B. All masonry repairs or replacement shall match existing or surrounding areas and be uniform.

4.3 STUCCO:

Stucco shall comply with requirements of the American Society for Testing and Materials (ASTM) and the American National Standard Institute, Inc. (ANSI).

4.4 PLASTERING:

Plastering shall comply with requirements of the American Society for Testing Materials (ASTM) and the American National Standards Institute, Inc. (ANSI).

SECTION 5

5.0 INGRESS AND EGRESS PROTECTION:

Ingress and egress protection shall be in compliance with the drawings, Florida Building Code, manufacturer's specifications and specifications herein as required. For required concrete landings and support, see specification 3.5 – C.

5.1 STEPS OR STAIRS:

- A. Steps or stairs shall not be less than three feet (3') in width.**

5.2 LANDINGS:

- A. Stairs, steps and ramps shall be provided with landings at the top, at the bottom, and at any change in direction. No door shall open immediately over a step or stair. A landing shall be provided at the same elevation as the floor of the door it serves.**
- B. Landings shall be no less than three feet (3') in width or length and level in grade.**

5.3 RAMPS, LANDINGS AND PLATFORMS:

- A. A ramp shall be no less than thirty-six inches (36") in clear width and no greater in slope than one foot (1') of vertical height in twelve feet (12") of horizontal length.**
- B. A ramp shall not change in grade from the bottom to the top, or between platforms.**
- C. A ramp shall be provided with a landing at the bottom of the ramp and a platform at the top of the ramp, at intervals of no more than thirty feet (30') in length, at any change in direction of travel and at any door opening as follows:
 - 1. The bottom landing or approach to a ramp shall be no less than three feet in width by six feet in length (3' x 6') or approach to the ramp.**
 - 2. The top platform of a ramp shall be no less than five feet in width by three feet (5' x 3') in length (depth or protrusion).**
 - 3. Where a door opens onto a ramp, a platform shall be provided of no less than five feet (5') in length or path of travel and at the same elevation as the floor of the door it serves.****
- D. Ramps and platforms shall be provided with handrails and guardrails (see spec. 5.4 and 5.5).**
- E. Exterior ramps shall be made of non-slip materials.**
- F. All landings or platforms shall be level in grade and no less than three feet in width by three feet (3' x 3') in length or depth.**

5.4 HANDRAILS:

Handrails shall be provided, designed, and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number, and protection.

- A. Handrails shall be provided on stairs, steps and ramps rising more than thirty-eight inches (38") above a floor or grade and stairways of more than three (3) risers.**
- B. The top member of a handrail shall be smooth surfaced.**

- C. Handrails shall be located no less than thirty inches (30") and no more than thirty-four inches (34") above the leading edge of a tread.

5.5 GUARDRAILS:

- A. Guardrails shall be provided, designed and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number and protection and shall comply as follows:
 - 1. Guardrails shall be provided at unenclosed floor openings, landings, platforms, ramps, balconies or porches which are more than thirty inches (30") above grade, and on unenclosed sides of stairs, steps, and ramps rising more than thirty inches (30") or three (3) risers.
 - 2. Guardrails shall be provided with intermediate rails, lattice work, or ornamental pattern constructed so that a sphere six inches (6") in diameter cannot pass through.
 - 3. Guardrails on steps shall be to the height specified for handrails. All other locations shall have a minimum of thirty-six inches (36") in height.
 - 4. The top member of a guardrail shall be sanded smooth.

5.6 DOORS:

- A. All doors used for ingress and egress shall be six feet eight inches (6'8") in height and three feet (3' 0") in width and hung with a clearance around the perimeter of no less than one-sixteenth inch (1/16") and no more than one-eighth inch (1/8").
- B. All doors shall be hung in jambs and casings that are plumb and level. When jambs and casings are damaged they shall be replaced with new pre-hung jambs, casings and trim. All hardware shall be mortised true as to fit.
 - 1. New exterior pre-hung jambs shall be no less than one and one-fourth inches (1 1/4") thick with an allowance for a screen door assembly (see spec. 5.6(G)), and shall be sanded smooth and protected from weather immediately upon completion of hanging by painting or varnishing.
 - 2. Rabbited exterior jambs shall be no less than one and one-fourth inches (1 1/4"), and shall not be rabbited to less than five-eighths inch (5/8").
- C. Exterior doors shall be solid core fiberglass, six panel, columnist or better and no less than one and three-fourth inches (1 3/4") thick and no less than thirty-six inches (36") in width,
 - 1. Exterior doors shall open to the exterior rather than the interior of a dwelling, unless local codes prohibit an exterior opening door. (Local code - they may swing either way depending on the manufacturer.)
 - 2. Exterior doors shall be weather tight and provided with three (3) four inch by four inch (4" x 4") pre-finished hinges, and aluminum or wood threshold with vinyl strip (sized to fit opening), and a keyed lock of quality equal to "Schlage A Series" lever

type or better (installed in accordance with manufacturer's specifications). A thumb bolt with a minimum one inch (1") bolt is also required and shall be keyed alike.

3. Exterior doors shall be protected from weather immediately upon completion of hanging by painting.
- D. Interior doors shall be hollow core wood, birch or better, six (6) panel, columnist or better no less than one and three-eighths inches (1 3/8") thick and no less than thirty six inches (36") wide unless otherwise specified.
1. New interior pre-hung jambs shall be no less than five-eighths inch (5/8") thick and painted or varnished as to Section XV (Painting).
 2. Interior doors shall be provided with three (3) three and one-half by three and one-half inch (3 1/2" x 3 1/2") pre-finished hinges, and the proper lock (passage or privacy). Locks shall be equal to "Schlage A Series" or better, lever type to match exterior doors and shall be installed in accordance with manufacturer's specifications and ADA compliant.
 3. Interior doors shall be installed to accommodate floor covering plus approximately one-fourth (1/4) to one-half (1/2) inch for ventilation when required.
 4. Interior pocket doors shall comply with specifications for interior doors as to size, thickness, locks, clearance, and finish.
- E. Closet doors will be six panel, by-pass, bi-fold or louvered designed to fit opening and installed as to manufacturer's specifications and include a passage latch.
- F. Doors provided for areas requiring mechanical or combustible ventilation shall comply with local fire ordinances.
- G. Screen doors must be aluminum and shall be installed with either pneumatic or spring closers. A bug strip, screen guard and locking device shall be provided.
- H. Access doors or coverings for openings into crawl spaces under a dwelling and for openings into attic areas shall be as follows:
1. An interior attic access door constructed of half inch (1/2") plywood painted to match ceiling of no less than twenty-two inches by thirty-six inches (22" x 36") shall be provided in addition to one opening in the garage ceiling twenty-two inches by forty-eight inches (22"x 48") with pull down stairs.
 2. Access door shall be tightly fitted.

5.7 WINDOWS:

- A. Windows shall include framing, locks, casing, sills, trim, screens, and weather protection, PGT or equivalent. Bathroom windows shall be obscured glass to five feet (5') above the floor. The Florida Building Code is also applicable to windows that are near doors and shower areas that require tempered glass.

1. Windows shall be sized to fit openings unless otherwise specified in work write-up.
 2. All windows exposed to weather shall be provided with flashing above window and caulked around the perimeter.
 3. Windows shall be caulked between framed opening and window upon installation and caulked around perimeter of window after installation.
 4. Windows shall comply with the light, ventilation, and egress requirements of the Florida Building Code.
 5. Windows shall be provided with proper locks and shall have the capability to remain in the open position desired without the use of props.
- B. All windows shall be provided with sill of solid surface or cultural marble.
- C. Windows shall be Low Solar Gain Low-E glazed aluminum Miami Dade compliant, impact resistant, with self-storing screens, and installed in accordance with manufacturer's specifications. Sills are required under Item (B). Trim around window as needed to provide a complete installation, with no noticeable defects in materials or workmanship. Colonial finish, front elevation only.
- E. Window screens shall be aluminum frame with either a charcoal fiberglass screen mesh or not less than eighteen by fourteen (18 x 14) strands per inch with a strand diameter of .011 or an aluminum mesh. Screen shall be stored and protected (not installed) until all exterior work and painting is completed.

SECTION 6

6.0 FRAMING:

Framing shall be in compliance with the drawings, the Florida Building Code and specifications herein as required.

6.1 FRAMING:

Compliance with the work write-up, the Florida Building Code and specifications herein as required.

6.2 WALL FRAMING:

- A. Studs shall be two inches by four inches (2" x 4") unless plumbing requires two inches by six inches (2" x 6") for passage of pipes. Maximum spacing shall be twenty four inches (24") on center
- B. Unless reinforced, studs shall not be notched more than one-fourth (1/4) of their depth, or drilled through the wide face more than one and one-fourth inch (1 1/4") in a four inch (4") stud or two inches (2") in a six inch (6") stud.

- C. Block walls shall be furred out with one inch by two inch (1" x 2") pressure treated wood. Furring shall be nailed into block walls sixteen inches (16") on center into the solid portions of the block.

6.3 CLOSETS:

- A. Clothes closets shall be sized with a minimum interior depth of two feet (2') and shall have a door. (See spec.6.2(C)).
 - 1. A closet shelf shall not be higher than six feet (6') from the floor and shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").
 - 2. A closet rod for clothes hanging shall not be higher than five feet (5') above the floor and shall support ten (10) pounds per linear foot with a vertical deflection of not more than one-fourth inch (1/4").
 - 3. There shall be a clearance between the shelf and rod of no less than two inches (2").
- B. Linen closets shall be no less than twelve inches (12") in depth and width and shall have at least four (4) shelves, and shall have a door.
 - 1. Shelves shall be spaced no less than twelve inches (12") apart with the top shelf no higher than six feet (6') above the floor and the bottom shelf no less than twelve inches (12") above the floor.
 - 2. Shelves shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").

6.4 ROOF AND CEILING FRAMING:

- A. Roof trusses, when provided, shall be engineered by a licensed truss manufacturer and stamped by the manufacturer, to assure structural integrity.
- B. Eaves shall extend at least twenty four inches (24") from vertical wall & be constructed according to the drawing and codes.
 - 1. Soffit materials shall be rib-wire lath & stucco no less than three-quarter inch (3/4") thickness, or twelve inch (12") wire.
 - 2. Fascia material shall be cedar or approved equal.
 - 3. Eave ventilation shall comply with the Florida Building Code for non-vented attic space.

SECTION 7

7.0 ROOFING:

Roofing shall be in compliance with the work write-up, the Florida Building Code, manufacturer's specifications and specifications herein as required. SRI (Solar Reflectance Index) value must be a 29 or greater.

7.1 ROOFING REQUIREMENTS:

All roofing conducted shall conform to Florida Building Code, Hurricane Mitigation Retrofits as identified by Rule 9B-3.0475.

- A. Scheduling of roofing inspections shall be the responsibility of the contractor, allowing a minimum of twenty four (24) hours for coordination of inspections or as directed by the local building official.
- B. Roofing shall not be done during inclement weather.
- C. Roofing shall include all underlayment, felt shall be minimum thirty pound (30 lb.), all metal flashing, and all roof coverings as follows:
 - 1. Sheathing shall consist of five-eighth inch (5/8") CDX plywood. Sheathing shall be exterior grade material only. A sheathing inspection shall be performed by the building inspector prior to installation of shingles. All sheathing shall be nailed according to the latest edition of the Florida Building Code
 - 2. Metal flashing, valley flashing, chimney flashing, wall flashing, counter flashing, cantstrips, chimney crickets and flashing all protrusions through the roof such as pipes, vents and stacks.
 - 3. Roof covering shall be fiberglass shingles.

7.2 FIBERGLASS SHINGLES:

Fiberglass shingles shall be minimum Architectural Grade and provided for all dwellings having a pitch of three-twelfths (3/12) or more, and shall be installed according to manufacturer's specifications.

- A. Fiberglass shingles shall be no less than a Class "A" fire and wind rating nor less in weight than two hundred fifteen (215) pounds per square (100 sq. ft.) and shall be provided with no less than a thirty (30) year limited warranty, and shall be attached with a minimum of six (6) fasteners per three (3) tab shingle. Roof felt shall be minimum thirty (30) lb..
- B. Color shall be SRI (Solar Reflectance Index) value of 29 or greater.

7.3 VENTILATION:

- A. Ventilation or non-ventilation of attic space shall be according to the Florida Building Code and specifications set by the architect for a sealed conditioned attic.

SECTION 8

8.0 EXTERIOR WALLS:

Exterior wall shall comply with the engineered drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

8.1 EXTERIOR WALL REQUIREMENTS:

- A. Exterior walls shall provide safe and adequate support for all loads imposed upon them, and prevent the entrance of water or excessive moisture (see spec. 10.2).
- B. Stucco thickness shall be according to drawings.

SECTION 9

9.0 INTERIOR COVERINGS:

Interior coverings shall be in compliance with the drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

9.1 WALLS AND CEILINGS:

- A. Plaster or drywall may be used. See Section X (Insulation) and Section XV (Painting).

9.2 DRYWALL:

- A. Drywall shall be no less than one-half inch (1/2") in thickness and shall include metal corner beads, taping, finishing, and all trim moldings.
- B. Drywall shall not be fastened nor glued directly to masonry walls.
- C. Ceilings in bathrooms shall be smooth finish with enamel paint. All other ceilings shall be finished in the following manner: knockdown only.
- D. All Walls shall be smooth finish.
- E. Moisture proof sheetrock (Dura-rock) shall be used on walls surrounding plumbing fixtures including entire shower or bath area.

9.3 TILE FLOORING:

- A. All living space shall be tile with the exception of all bedrooms and bedroom closets.
- B. Tile flooring shall meet FHA standards and be installed to comply with manufacturer's specifications and recommendations. Flooring in kitchens and bathrooms and marked area on drawings must be tile.
- C. Owner/City shall have a choice of style and color with in bid price range. One dollar to one dollar and 25 cents (\$1.00- \$1.25) per sq. ft – not installed.

9.54 BAMBOO WOOD FLOORING:

- A. All bedrooms and bedroom closets shall be pre-finished solid or engineered bamboo wood flooring installed according to the manufactures specifications and with a JANKA hardness rating of twenty-eight hundred to three thousand (2800 to 3000).
- B. Owner shall have the choice of color.

SECTION 10

10.0 INSULATION:

Insulation shall be in compliance with the work write-up, Florida Building Code and specifications herein as required.

10.1 CEILING INSULATION

Closed cell spray icynene foam insulation on underside of roof decking.

- A. All attic area above living area shall be conditioned space with the underside of the roof decking coated with icynene foam insulation.
- B. A certification sticker shall be affixed to the access opening upon completion.
 - 1. Sticker shall state the type of insulation and "R" rating and shall be dated and signed by the Contractor upon completion.
 - 2. The contractor shall not sign or date the certification sticker until he has inspected the work and is assured of its compliance with manufacturer's specifications.
- C. Exception: Dwellings with flat roofs or other ceiling areas where installation is impractical shall be insulated only when the ceiling or roof covering is removed.

10.2 WALL INSULATION:

- A. Wall insulation with a rating of no less than "R 20" shall be provided in all exterior walls of a dwelling when using ICF construction. All wall penetrations shall be filled using a low VOC sealant or weather stripping.

10.3 PLUMBING INSULATION:

All water pipes exposed to weather shall be insulated unless buried twelve inches (12") below the ground or under dwellings with a continuous foundation wall. Insulation shall be foam sleeve, securely installed.

SECTION 11

11.0 CABINETS:

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

11.1 CABINET REQUIREMENTS:

- A. Cabinets shall be raised panel standard in size, style and finish and shall include doors, drawers, hinges, handles and closures, and be securely installed.
- B. Wall and base cabinetry shall be constructed of no less than three-eighths inch (3/8") thick plywood or approved solid wood with wood veneer. Pressed board or engineered wood is not acceptable.
- C. Shelves shall not be less than three-eighths inch (3/8") thick and support no less than twenty-five (25) pounds per linear foot.
- D. Vertical surfaces of cabinets (front, sides, doors, and drawers) shall be clad with plastic laminate or sealed with varnish, shellac, lacquer, polyurethane or oil based enamel paint.
- E. Base cabinets and vanities which abut a wall shall be provided with back splashes, including side splashes for corner walls. Solid surfaces are a significant step up in cost from laminates. An in between option is a plywood and solid surface composite. This type of countertop consists of a plywood backing with a thick solid surface layer on top. By reducing the amount of polymer material needed because the solid polymer layer is thinner, the cost of the kitchen countertops can be reduced while still providing the look and feel of a thicker solid surface.
- F. All interior surfaces shall be painted with low VOC paint or moisture protective finish. No use of Urea-Formaldehyde (UF).
- G. Owner shall have choice of at least two (2) colors and types of finish.

11.2 VANITY CABINETS:

- A. Imitation molded marble top with integral sinks shall be used for vanity top.
- B. Vanity cabinets shall be no less than thirty inches (30") nor more than thirty-four inches (34") in height. Width shall be a minimum of thirty inches (30"), space permitting, and not less than twenty inches (20") wide in any case.
- C. No use of Urea-Formaldehyde (UF).

11.3 KITCHEN BASE CABINETS:

- A. Counter top shall be no less than twenty-five inches (25") in depth, width or protrusion. Counter top shall include a back splash around any perimeter abutting a wall of no less than four inches (4") in height.
- B. Base cabinets, including counter tops shall be thirty-six inches (36") in height, and toe recess shall be provided.
- D. Drawers shall be provided in at least one base cabinet. Drawers shall be at least twenty-one inches (21") long and five and one-fourth inches (5 1/4") deep.
- E. No use of Urea-Formaldehyde (UF).

11.4 KITCHEN WALL CABINETS:

- A. Wall cabinets shall be no less than twelve inches (12") in depth. No use of Urea-Formaldehyde (UF).**
- B. Wall cabinets installed over a counter or base cabinet shall be installed no less than fifteen inches (15") or more than eighteen inches (18") above the counter or base cabinet.**
- C. Cabinets shall be no less than the following vertical lengths:**
 - 1. over base cabinets, thirty inches (30").**
 - 2. over range or sink (if specified on plans), twenty inches (20").**
 - 3. over refrigerator, fifteen inches (15").**

11.5 APPLIANCES:

All appliances provided for the same home are to be the same brand and three color choices (white, bone or black). The City will not accept any Frigidaire brand appliances.

- A. Refrigerators shall be a minimum of eighteen (18) cubic feet in size, frost free, 2 adjustable shelves minimum, top freezer model, five year warrantee on compressor, cords included and Energy Star rated.**
- B. Range shall be electric, free standing with anti-tip bracket, conventional, thirty (30) inch wide, smooth glass top with 2 large burners & 2 small burners, window in oven door, storage drawer below, self cleaning, oven light, cord included and Energy Star rated.**
- C. Range hood, electric, thirty (30) inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, mitered side and hemmed bottom edge for safety & easy cleaning.**
- D. Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included and Energy Star rated.**

SECTION 12

12.0 PLUMBING:

Plumbing is to be in compliance with the drawings, Plumbing Codes, manufacturer's specifications, and specifications herein as required

12.1 PLUMBING REQUIREMENTS:

- A. Plumbing workmanship shall conform to generally recognized and accepted good practices of the plumbing trade.**
- B. The contractor shall be responsible for layout and installation of all plumbing.**

- C. Shut-off valves shall be installed on water lines at each fixture, except bathtubs and showers. All installations shall include new materials, faucets, supply tubes, waste and vent plumbing, and or new toilet seats.

12.2 PLUMBING FIXTURES:

- A. Bathtubs shall be white enameled steel equal to American Standard, Crane or Kohler, or equivalent.
 - 1. Bathtubs shall be no less than sixty inches long by thirty inches wide by fifteen inches deep (60" x 30" x 15").
 - 2. The bottom surface of a bathtub shall be slip resistant.
 - 3. Backing for grab bars shall be installed to sustain a dead load of two hundred and fifty (250) pounds for five (5) minutes. Backing for grab bars shall be installed in all bathrooms thirty-one (31") to thirty-eight inches (38") above the concrete floor along back wall of the tub at least fifty-two inches (52") long.
- B. Waterclosets shall be elongated, white vitreous china equal to American Standard, Crane or Kohler, or equivalent with white toilet seat.
 - 1. Water closets shall be no less than fourteen inches (14") high from finished floor to rim.
 - 3. Waterclosets shall include back flow preventer water control with volume regulator, flush valve and trip lever.
 - 4. Waterclosets shall be high efficiency designed to have a dual flush option and utilize not more than one point one (1.1) gallons of water per flush for liquid flush and one point six (1.6) gallons of water per flush for solids.
- C. Lavatories shall be vanity type not less than eighteen inches (18") round, space permitting. A one-piece molded lavatory and vanity top may be installed.
- D. Laundry shall have hot and cold water supply and drainage for a washing machine.

12.3 KITCHEN SINKS:

Kitchen sinks shall be double compartment, insulated stainless steel with washerless fittings, and be not less than thirty-three inches by twenty-two inches by eight inches (33" x 22" x 8"). Sink faucet shall be of the water saver type point five to one (.5-1.0) gal per minute.

12.4 FITTINGS:

- A. Bathtub, shower, and lavatory faucets may be single or double control and shall be washer less type equal to American Standard, Crane or Kohler.
- B. Shower heads shall be designed to utilize no more than one point five (1.5) gallons of water per minute.

12.5 WATER LINES:

Water lines shall be copper & properly insulated and protected from weather and freezing, see spec. 10.3.

12.6 WATER HEATER: 3 options

Option 1:

A glass lined, quick recovery electric water heater connected to a time clock shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 2:

A glass lined, quick recovery electric water heater with a standalone heat pump shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 3:

Solar heated panel mounted on roof with an eighty (80) gal water heater installed in garage. (roof trusses must reflect this added load on plans)

SECTION 13

13.0 ELECTRICAL:

Electrical shall be in compliance with the drawings, the Florida Building Code, the National Electric Code (latest edition adopted by the local government), policies of local Utility Company and specifications herein as required.

13.1 ELECTRICAL REQUIREMENTS:

- A. Any dangerous or improperly installed electrical components or equipment shall be reported to the Housing Construction Specialist and repaired or replaced as to work write-up or change order.
- B. Electric service shall be no less than two hundred (200) amps and shall include the appropriate breaker panels, circuits and circuit breakers and shall be properly grounded.
- C. All electrical wires, junctions, boxes, fixtures, etc. shall be properly installed and fastened to dwelling.
- D. Bathrooms shall have a GFI receptacle located in accordance with all requirements of the National Electrical Code.

- E. Bedrooms to have a double switch at doorway to operated ceiling fan and one outlet along the bedroom wall.
- F. Laundry room/area shall have electrical service 220/240 volts for a clothes dryer and 110/120 for a washing machine.

13.2 SMOKE ALARMS:

- A. Smoke alarms shall be located in each bedroom and central hallway, and installed per manufacturer's instructions. All smoke detectors shall be hardwired in sequence on a dedicated circuit and have battery backup.

13.3 LIGHTING: LED or Fluorescent bulbs

- A. All lighting shall be permanent fixtures, wall switch controlled. Unless otherwise indicated on the write-up or drawing, fixtures shall be ceiling mounted (except bathroom).
- B. Bathroom lighting shall be wall-mounted above the lavatory and a fixture in the ceiling unless otherwise indicated, and shall be not less than one hundred (100) watts total. All bulbs shall be either fluorescent or LED.
- E. Kitchen lighting shall be according to the drawings.

13.4 VENTILATION:

- A. Exhaust fans, energy star rated, for kitchen or bathroom shall be properly vented through the soffit, unless otherwise noted. Each bathroom shall have an exhaust fan. Exhaust fan must be energy star rated.

13.5 CARBON MONOXIDE DETECTORS

- A. Carbon Monoxide Detectors shall be installed as per Rule 9B-3.0472

For purposes of this rule, the following definitions shall apply:

CARBON MONOXIDE ALARM. A device for the purpose of detecting carbon monoxide, that produces a distinct audible alarm, and is listed or labeled with the appropriate standard, either ANSI/UL 2034 - 96, Standard for Single and Multiple Station CO Alarms, incorporated herein by reference, or UL 2075 - 04, Gas and Vapor Detector Sensor, incorporated herein by reference, in accordance with its application. Both documents may be obtained by writing to: Codes and Standards Section, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

FOSSIL FUEL. Coal, kerosene, oil, fuel gases, or other petroleum or hydrocarbon product that emits carbon monoxide as a by-product of combustion.

- B. Every building having a fossil-fuel-burning heater or appliance, a fireplace, or an attached garage shall have an operational carbon monoxide alarm installed within 10 feet of each

room used for sleeping purposes.

- C. Alarms shall receive their primary power from the building wiring when such wiring is served from the local power utility. Such alarms shall have battery back up.
- D. Combination smoke/carbon monoxide alarms shall be listed or labeled by a Nationally Recognized Testing Laboratory.
- E. Carbon monoxide detectors shall be installed outside the garage entry door between the garage and living space.

SECTION 14

14.0 HVAC:

HVAC shall be in compliance with the work write-up, electrical, gas and mechanical, the Florida Building Code and energy codes, manufacturer's specifications and specifications herein as required. Heating units are to be operational at the final inspection.

14.1 AIR CONDITIONING:

- A. The air conditioning unit serving every habitable room in a dwelling unit, including bathrooms and halls, shall be capable of maintaining a temperature of at least sixty-five (65) degrees Fahrenheit at three feet (3') above the floor on the coldest day of the year.
- B. A/C unit must be Energy Star rated with a min. SEER rating of 16.
- C. HVAC units shall be installed by licensed HVAC contractors and installed in a conditioned space inside the home. (not to be installed in conditioned attic space)
- D. Provide an A/C Condenser Security cage (Suggested, 3 way adjustable, W x D adjustable 30 to 51 in, H adjustable 34 to 59 in. - Manufacturer, AC Guard Security Cage Mfr. Model # ACGU distributors web site- (www.ac-guard.com/distributor.html). Expand the slab to hold the condenser and the cage with additional space for garbage can storage.

14.2 HEATING UNIT DESIGN AND CALCULATIONS:

- A. BTU (British Thermal Units) shall be used to figure the amount of the cool load.
- B. Air systems shall include ductwork and appropriate supply and return vents to distribute air evenly throughout the dwelling. Air supply vents shall have a closeable register in each room. A digital programmable thermostat shall be located appropriately to control temperature evenly throughout the dwelling.
- C. All electric heating units shall be heat pump units having a minimum SEER rating of sixteen (16) with an emergency ten kilowatt (10k) heat strip and Energy Star rating. Trane or equivalent.

14.3 DUCT SYSTEM:

- A. All duct work shall be properly sealed using mastic at all connections.

SECTION 15

15.0 PAINING AND FINISHING:

Painting and finishing shall be of low VOC and in compliance with the drawings, the manufacturer's specifications, and the specifications herein as required.

15.1 PREPARATION:

- A. Preparation shall include the following: cleaning, sanding, scraping, filling holes and cracks, caulking, sealing, pressure treating, moisture proofing and protection of surfaces and surrounding areas.
- B. Prepare surfaces prior to applying paint, stain, varnish, etc. as follows:
 - 1. Foreign material shall be removed.
 - 2. Holes, cracks, and indentations shall be properly filled, surfaces scraped, cleaned, and sanded uniformly smooth.
 - 3. Porous surfaces, chalky surfaces, masonry, such as block, stucco, and concrete slabs, shall be cleaned and sealed before painting.
 - 4. Proper precautions shall be taken by the contractor and his painters to protect all surrounding surfaces, flooring, and landscaping from possible damage and paint splattering. Any damage to personal property shall be repaired at the contractor's expense.

15.2 APPLICATION OF PAINT:

- A. Paint shall be applied to a mil thickness of no less than five (5) mils per coat.
- B. For two (2) or three (3) coat application, the first coat shall be prime coat or sealer coat, as applicable.
- C. A minimum of two (2) coats of paint shall be applied to new surfaces. Additional coats may be required to obtain full coverage.
- D. Bathroom and kitchen walls shall be painted with enamel semi-gloss washable paint.
- E. Interior and exterior wood surfaces shall be covered with oil base or latex paint unless otherwise directed by the drawings. All pressure treated wood shall be painted with oil based paint.

15.3 APPLICATION OF STAIN, SEALER:

- A. Stain shall be applied evenly to obtain selected shade.
- B. Varnish or shellac shall be sanded smooth between coats.

15.4 SELECTION:

- A. Contractor shall assure that paint selected is appropriate for surface (masonry, exterior wood, etc.).
- B. Owner's choice shall be documented in order to avoid disputes regarding color.

15.5 LEAD BASED PAINT:

- A. Lead based paint shall not be applied to any dwelling, interior or exterior. Lead based paint is defined as paint containing more than 0.05% lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- B. All OSHA requirements regarding safety of workers shall be the responsibility of the contractor.

SECTION 16

As per Section 2.2, the work site shall be graded to blend with the surrounding area.

16.0 LANDSCAPE:

- A. The entire lot (from edge of pavement to rear property line) shall be sodded with bahia.
- B. Four (4) trees per lot shall be installed. The lot shall have two (2) live oak trees, one (1) in front yard and one in rear yard. Each lot shall also have two (2) crepe myrtles, one in the rear yard and one in the front yard. All trees shall meet the landscape code requirement of the City' Landscape Code.
- C. There shall be fencing provided around the A/C and garbage pad.

Attachment 2

Listing of Addresses & Legal Description of Sites for New Home Construction

<u>NSP #</u>	<u>Address</u>	<u>Legal Description</u>	<u>Zip Code</u>
NS-001	681 SW Addie St	L8, B147, S27	34983
NS-002	351 SW Voltair Ter	L11, B639, S13	34984
NS-003	2202 SE Sidonia St	L11, B90, U5	34952
NS-005	373 SW Nativity Ter	L3, B666, S13	34984
NS-006	750 NW Placid Ave	L29, B28, S25	34983
NS-012	1633 SW Morelia Ln	L5, B1069, S9	34953
NS-015	1633 SW Diamond St	L8, B1230, S20	34953
NS-017	1437 SW Goodman Ave	L30, B1196, S8	34953
NS-023	2221 SW Savage Blvd	L15, B1771, S35	34953
NS-026	649 NW Bayshore Blvd	L14, B31, S25	34983
NS-027	1831 SW Norman Lane	L6, B673, S13	34984
NS-038	696 SW Heather St	L11, B147, S27	34983
NS-042	1279 SW Avens St	L30, B166, S4	34983
NS-059	1568 SE Faculty Ct	L16, B3297, S49	34952
NS-071	470 SW Asbury Lane	L1, B248, S6	34983
NS-075	1929 SE Redwing Cir	L16, B201, U15	34952
NS-088	1573 SE Faculty Ct	L12, B3297, S49	34952
NS-100	2222 SE Sidonia St	L12, B90, U5	34952
NS-104	1702 SE Biddle Ln	L18, B563, S13	34984

NS-115	141 NE Surfside Ave	L6, B479, S26	34983
NS-125	502 NW Sherbrooke Ave	L12, B50, S25	34983
NS-127	508 NW Avon St	L18, B112, S27	34983
NS-133	441 NW Concord Drive	L11, B23, S25	34983
NS-136	1699 SE Casella Court	L11, B3300, S50	34952
NS-137	1054 SE Euclid Ln	L22, B402, S3	34983
NS-140	1715 SW Taurus Ln	L2, B559, S13	34984
NS-141	2017 SW Burlington St	L3, B675, S18	34984
NS-148	2401 SW Mariposa Ave	L4, B1554, S30	34952
NS-152	601 SW Seagull Ter	L30, B1140, S9	34953
NS-157	782 SW Duxbury Ave	L20, B231, S28	34983
NS-500	1967 SW Sylvester Lane	L12, B672, S13	34984

**CITY OF PORT SAINT LUCIE
CONTRACT #20120030**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and HOMECRETE HOMES, INC., 511 SE Ruby Court, Port St. Lucie, Florida 34984, Telephone No. (772) 873-6707, Fax No. (772) 873-6686, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the contract supervisor shall mean Community Services Director, at (772) 871-5264 or his/her designee.

NOTICES

City Project Manager: Acting Community Services Director: Patricia Selmer
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5264 Fax: 772-344-4340
Email: PatS@cityofpsl.com

City Contract Administrator: James Pritchard, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-873-6338 Fax: 772-871-7337
Email: jpritchard@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal (RFP) #20120030, is for New Construction of Single Family Housing in Port St. Lucie for the Neighborhood Stabilization Program (NSP), which RFP is incorporated herein by this reference and in Exhibit A, Attachments 1 & 2.

The City has no obligation to award additional homes to any vendor. The award by the City of any additional new homes will be determined by the quality, time taken and price of their completed new home construction.

**SECTION II
TIME OF PERFORMANCE**

The initial term shall commence on October 1, 2012 and continue for two (2) years thereafter until September 30, 2014. In the event all work required in the proposal specifications has not been completed by the end of the contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor at no additional cost to the City until all work specified in the RFP has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor for a completed home will be determined by the contracted price per square foot (listed below) per type of home requested along with the total of all variables required for each lot. The Contractor will quote on each designated type home on the specified lot. After negotiation, final pricing with all variables will be presented to Council for approval along with a contract. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XIII. Payment will be made in the following manner:

Contracted pricing per square foot:

Type 1 - \$84.00 Type 2 - \$72.00 Type 3 - \$68.00

Home Type:

- 1.) three bedroom, two-bathroom, 1200 square foot with single car garage of 300 sq ft, for a total of 1500 sq ft; and
- 2.) three bedroom, two-bathroom, 1500 square foot with double car garage of 400 sq ft, for a total of 1900 sq ft; and
- 3.) four bedroom, two-bathroom, 1800 square foot with double car garage of 400 sq ft, for a total of 2200 sq ft.

Before issuance of final certificate, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work appearing after final payment, or from requirements of the Specifications, and of all claims by the Contractor except those previously made and still unsettled.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu

thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City'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.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by CONTRACTOR qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120030 for New Construction of Single Family Housing shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide

coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

The Contractor shall also be required to provide Builders Risk while the buildings are under construction for the face value of the home.

The Contractor shall also provide Professional Liability Insurance coverage.

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: A Performance and Payment Bond shall be required if the annual contract award exceeds \$250,000.00. The Performance and Payment Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII HUD CONTRACT PROVISIONS

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). A copy of those provisions is included in Exhibit A attached hereto and made a part hereof.

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION XIX FIELD CHANGES

The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION X
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done, are to comply with all local state and federal laws and regulations.

**SECTION XI
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION XII
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed the Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the contract documents and that the work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve the Contractor of the responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract and those contained in this Contract and the Specifications herein referenced, the terms of this Contract shall govern.

**SECTION XV
LICENSING**

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. The Contractor warrants that all licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVII
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate the Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. The Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in

completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City the amount of **\$500.00** for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractors in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder.

SECTION XIX LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said

materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XXII
RENEWAL OPTION**

The initial Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for an additional twenty-four (24) month period.

**SECTION XXIII
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of HOMECRETE HOMES, INC.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

EXHIBIT A [to contract]

HUD Section 3 Regulations: The work to be performed under this contract is subject to the following requirements:

- 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 regulations 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 commitments 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 qualification 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.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

NSP Vicinity Hiring Requirements: If the housing site is located in the NSP3 "vicinity," the work to be performed under this contract is subject to the following requirements:

- a) The City is required to the maximum extent feasible to provide for hiring of employees who reside in the vicinity of NSP3 funded projects or contract with small businesses that are owned and operated by persons residing in the "vicinity." For NSP3 the vicinity is described as follows:

Census Tract 2005, Block Group 2:

Bordered on the West by Florida's Turnpike, on the North by Prima Vista Blvd., on the East by Airoso Blvd. and on the South by Port St. Lucie Blvd.

- b) To ensure compliance with ensure compliance with NSP3 vicinity hiring the City shall give preference to project awards to Contractors who live in the above described area and have been certified by the Vicinity Hiring Certification.
- c) Contractors shall to the greatest extent feasible assist the City in providing for hiring of employees or contracting with small businesses owned and operated by persons residing in the vicinity.
- d) The Contractor is strongly encouraged to provide listing of job availability at the job site and to provide door hangers of job availability for the neighborhood residents to better target local residents in hiring.

ATTACHMENT 1

RFP 20120030

NSP

NEW CONSTRUCTION PROGRAM

STANDARD SPECIFICATIONS

Prepared by
Port St. Lucie &
Revised from the St. Lucie County
Community Services Housing Division
Revised 8/30/2011

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SECTION 1

GENERAL

- 1.0 **SCOPE** of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the new construction of the property identified in the work write-up.
- 1.1 **VALIDITY**: If any part of this document is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this code.
- 1.2 **THESE SPECIFICATIONS** shall be followed by the contractor and all subcontractors performing work on each new home construction project and are a part of each Contract for New Construction.
- 1.3 **THE CHANGE ORDER** shall take precedence over the specifications when in conflict as to the material, equipment, workmanship, etc. The Housing Construction Specialist shall make the final determination when a conflict exists.
- 1.4 **ANY DRAWINGS** included with the work write-up are for illustration and may not be exact or to scale. (See spec. 1.7)
- 1.5 **TRADE NAMES** or brand names are used in the Basic Specifications to establish quality, style or type of equipment or material required.
- 1.6 **THE TERMS "EQUAL" OR "BETTER"** allow for substitutions as to the trade name. The determination of equal or better shall be made by the Housing Construction Specialist. Installation of substitutions without prior approval shall be at the Contractor's risk.
- 1.7 **THE CONTRACTOR** shall be responsible for all applicable building permits and fees, connection details required for permitting, utilities and sanitation facilities, exact dimensions and construction details, and for acts and omissions of his employees and subcontractors and shall employ only qualified persons, skilled in the job to which he is assigned.
- 1.8 **SUBCONTRACTORS** shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor from full responsibility under the contract nor responsibility to the owner for the proper completion of all work to be performed under the contract. The General Contractor shall not be released from his responsibility by a sub contractual agreement he may make with others.
- 1.9 **CHANGES** proposed by either the contractor or the owner shall be in writing and agreed to by the contractor, the owner, and the Housing Construction Specialist, before any change in work is started. No change orders will be issued except for code related items discovered after the work has commenced, unless determined necessary by the Housing Construction Specialist.
- 1.10 **MATERIALS** shall be new, in good condition and of the grade required by the specifications. Materials damaged in shipment or prior to owner's acceptance shall be replaced at the contractor's expense.

- 1.11 **WORKMANSHIP** shall be done in accordance with the trades standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship".
- 1.12 **DAMAGED**, deteriorated, loose, or missing items shall be reported to the Housing Construction Specialist who will determine whether the item will be repaired or replaced. Any damage resulting from the contractor's work shall be repaired or replaced by the contractor at no additional cost to the agency or owner.
- 1.13 **CODES**: All work performed shall be in accordance with all locally applicable codes, laws, regulations, and rules such as: HUD's Housing Quality Standards for The Section 8 Existing Housing Program; Federal, State and local Codes; Manufacturer's Specifications and recommendations for Installation; Title X standards regarding lead based paint; and Florida Statute 469 regarding asbestos.
- 1.14 **BUILDING OFFICIAL** shall mean the locally appointed Building Official and/or his appointed assistant(s).
- 1.15 **QUANTITIES** may be provided as an estimate in determining the area to be covered, repaired, replaced, or installed. This estimate is not intended to be an exact determination of the amount of material required. Actual field dimensions and verifications shall be the responsibility of the contractor.
- 1.16 **HOUSING CONSTRUCTION SPECIALIST** shall mean the person(s) assigned by the Port St. Lucie Building Department to perform housing contract performance inspections and supervision of work. Such person(s) are not a party to housing contracts.
- 1.17 **APPLICABILITY**: Section II of this document applies to all work performed under the local housing program, whether indicated in the work write-up or not. Instructions in other sections are applicable only when the contract documents require a work item to be provided as described in the specification.
- 1.18 **REPLACE** shall mean to remove the existing and install a new replacement.

SECTION 2

2.0 SITE WORK AND INSPECTIONS:

Site work and inspections shall be in compliance with the work write-up, the Florida Building Code, Port St. Lucie Code of Ordinances and specifications herein as required.

2.1 ADJACENT PROPERTY:

When adjacent property is affected by contract work, it shall be the contractor's responsibility to take whatever precautions are necessary for the protection of the adjacent property and to notify the owner thereof prior to such actions.

2.2 FINAL CLEAN UP:

Upon completion of construction, the entire premises shall be cleaned and cleared, with debris removed and interior left clean. Provisions for the clean up of lead paint chips or

dust shall be the responsibility of the contractor. The work site premises shall be graded to blend with the surrounding area.

2.3 MANDATORY INSPECTIONS:

- A. The contractor shall notify the Housing Construction Specialist and the Building Official when work is ready for inspection.**
- B. Inspection requests shall be made to the offices of the Housing Construction Specialist and the Building Official and the Contractor shall provide a minimum of 24 hours notice when ordering an inspection.**
 - 1. Rejection or refusal by the Housing Construction Specialist or the Building Official to approve the work for reasons of in-completeness, code violation or inadequacy shall nullify that request for inspection. Any charge for re-inspection shall be the responsibility of the Contractor.**
 - 2. The responsible contractor in charge of the work shall have inspected the work and found it to be in compliance with Code and Contract requirements before a request for inspection is made.**
 - 3. Electric, plumbing, roofing and mechanical subcontractors shall be present or represented at their respective inspections.**
- C. No work shall be done on any part of a building or structure beyond the point indicated herein until such inspection has been made, approved, and signed off for each successive step of construction as indicated, but not limited to each of the following:**
- D. No reinforcing steel, structural work, plumbing, electrical, mechanical, gas or roofing shall be covered or concealed in any manner whatsoever without the approval of the Building Official and/or Housing Construction Specialist. The Housing Construction Specialist and the Building Official reserve the right to request the removal of any covered installation and the cost of re-installation or items or materials shall be borne by the Contractor.**
- E. The Housing Construction Specialist reserves the right to conduct tests to determine compliance with codes and specifications, including, but not limited to, tests of materials and strengths (for example, grab bar thrust resistance). Damage to the property resulting from the failure of work to meet required strength, resistance or other performance standards shall be corrected by the contractor at his own expense.**

2.4 PEST CONTROL INSPECTION:

- A. The general contractor shall obtain a local licensed pest control operator for the extermination of pests and insects when required by contract documents or local building department.**
- B. Exterminators and exterminating procedures shall be in compliance with State and Federal regulations, such as State Law Chapter 482 and HRS Chapter 10D-55 Entomology and local building code.**

- C. Upon completion of work, a certificate of extermination and one-year warranty signed by the licensed operator shall be provided to the owner, with a copy to the Housing Rehabilitation Program.

SECTION 3

3.0 CONCRETE:

Concrete shall be in compliance with the contract documents, Florida Building Code, and Fill specifications, herein as required:

3.1 SOIL AND COMPACTION:

- A. Concrete footings and slabs shall be poured on undisturbed soil or soil compacted to a minimum of ninety five percent (95%) of standard laboratory density, or as directed by a licensed structural or foundation engineer.
- B. Areas to receive fill shall be free of vegetation, rocks, debris, deleterious and foreign materials and graded to drain away from building.
- C. Fill may be provided, if available, at no cost to the contractor, in that event trucking will be the builder's responsibility

3.2 CONCRETE CONSTRUCTION:

- A. Concrete shall be ready-mixed concrete of no less than two thousand five hundred (2,500) pounds per square inch (PSI) strength in twenty-eight (28) days.
 - 1. Ready-mixed concrete shall be certified by delivery ticket as to component mixture and any additional components (water, etc.) added at job site shall be written on the ticket.
 - 2. No concrete shall be re-tempered after it has taken an initial set or deposited more than one and one-half (1 1/2) hours after mixing.
 - 3. No concrete shall be poured when surrounding temperature is lower than 40 degrees Fahrenheit.
- B. Areas to receive concrete, either formed or unformed, shall be squared, leveled and plumbed prior to pouring. The complete formed area shall be poured in one continuous pour. Cold joints will not be allowed.
- C. When forms are used they shall be of sufficient strength and properly braced to resist movement.
- D. Grade stakes and/or key cove shall be used to control concrete depths in larger irregular concrete pours.

3.3 CONCRETE FINISH:

- A. Concrete shall be finished level to avoid ponding of water.

- B. Interior concrete shall be smooth trowel finished and sealed or as required by the architect.
- C. Exterior concrete walkways shall be broom finished perpendicular to path of travel.
- D. Exposed edges of all concrete shall be edged with edging trowel.

3.4 CONCRETE FOOTING:

- A. Concrete footing design, connection details and other permit requirements shall be designed by a licensed engineer and shall be the responsibility of the contractor when new footings are required.

3.5 CONCRETE SLABS:

- A. Concrete slabs shall be no less than four inches (4") thick. For interior floor slabs, a minimum of six (6) mil polyethylene (visqueen) vapor barrier shall be installed between ground and concrete.
- B. All concrete slabs shall be reinforced with fiber mesh placed as required by the architect.
- C. All exterior steps, ramp landings, or stairs shall rest upon a poured concrete slab, extending a minimum of four inches (4") out from sides and back of steps, with an apron extending thirty-six inches (36") out in front of steps. Steps, as well as handrails (when required) shall be anchored to concrete.
- D. Perimeter of slab shall be recessed one and one-half inches by nine inches (1 ½" x 9") to fit ICF with vertical steel placed per plan

3.6 EXTERIOR CONCRETE:

- A. All concrete slabs shall be provided with control joints approximately ten feet (10') apart in each direction. Control joints shall extend completely through the depth of the concrete; metal key cove may be used.
- B. All exterior concrete slabs shall be pitched to drain away from dwelling and shall not puddle (hold water) more than one-eighth inches (1/8") deep.

3.7 CONCRETE PIERS, COLUMNS, BEAMS, AND LINTELS:

Concrete piers, columns, beams, and lintels shall be designed and erected to carry the dead and live loads to be imposed on them as to size, components, and bearing, and shall be designed by a licensed engineer. All permit requirements shall be the responsibility of the contractor.

SECTION 4

4.0 MASONRY/ICF Exterior walls:

Masonry shall be in compliance with drawings, Florida Building Code and specifications herein as required.

4.1 ICF/Insulating Concrete Forms

- A. ICF forty-eight inches by sixteen inches by nine inches (48" X 16" X 9") unless otherwise specified in drawings and shall comply with the American Society for Testing Materials (ASTM).**
- B. ICF block shall be staggered horizontally in vertical courses when used in wall construction.**
- C. Anchorage and/or reinforcement shall be required when concrete blocks support sills, girders, joists, framing or lintels (by means of anchor bolts, straps, and/or durawall). The following requirements shall be used as minimum requirements, and may be exceeded at the direction of the design engineer.**
 - 1. Anchor bolts, as required by the design engineer.**
 - 2. Anchor straps for girders, joists and framing shall be at the direction of the engineer of record.**

4.2 REPAIRS AND REPLACEMENTS:

- A. No masonry shall be laid when surrounding temperature is lower than forty (40) degrees Fahrenheit.**
- B. All masonry repairs or replacement shall match existing or surrounding areas and be uniform.**

4.3 STUCCO:

Stucco shall comply with requirements of the American Society for Testing and Materials (ASTM) and the American National Standard Institute, Inc. (ANSI).

4.4 PLASTERING:

Plastering shall comply with requirements of the American Society for Testing Materials (ASTM) and the American National Standards Institute, Inc. (ANSI).

SECTION 5

5.0 INGRESS AND EGRESS PROTECTION:

Ingress and egress protection shall be in compliance with the drawings, Florida Building Code, manufacturer's specifications and specifications herein as required. For required concrete landings and support, see specification 3.5 – C.

5.1 STEPS OR STAIRS:

- A. Steps or stairs shall not be less than three feet (3') in width.**

5.2 LANDINGS:

- A. Stairs, steps and ramps shall be provided with landings at the top, at the bottom, and at any change in direction. No door shall open immediately over a step or stair. A landing shall be provided at the same elevation as the floor of the door it serves.**
- B. Landings shall be no less than three feet (3') in width or length and level in grade.**

5.3 RAMPS, LANDINGS AND PLATFORMS:

- A. A ramp shall be no less than thirty-six inches (36") in clear width and no greater in slope than one foot (1') of vertical height in twelve feet (12") of horizontal length.**
- B. A ramp shall not change in grade from the bottom to the top, or between platforms.**
- C. A ramp shall be provided with a landing at the bottom of the ramp and a platform at the top of the ramp, at intervals of no more than thirty feet (30') in length, at any change in direction of travel and at any door opening as follows:**
 - 1. The bottom landing or approach to a ramp shall be no less than three feet in width by six feet in length (3' x 6') or approach to the ramp.**
 - 2. The top platform of a ramp shall be no less than five feet in width by three feet (5' x 3') in length (depth or protrusion).**
 - 3. Where a door opens onto a ramp, a platform shall be provided of no less than five feet (5') in length or path of travel and at the same elevation as the floor of the door it serves.**
- D. Ramps and platforms shall be provided with handrails and guardrails (see spec. 5.4 and 5.5).**
- E. Exterior ramps shall be made of non-slip materials.**
- F. All landings or platforms shall be level in grade and no less than three feet in width by three feet (3' x 3') in length or depth.**

5.4 HANDRAILS:

Handrails shall be provided, designed, and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number, and protection.

- A. Handrails shall be provided on stairs, steps and ramps rising more than thirty-eight inches (38") above a floor or grade and stairways of more than three (3) risers.**
- B. The top member of a handrail shall be smooth surfaced.**
- C. Handrails shall be located no less than thirty inches (30") and no more than thirty-four inches (34") above the leading edge of a tread.**

5.5 GUARDRAILS:

- A. Guardrails shall be provided, designed and built to comply with the requirements of specification 5.0 as to dimensions for height, width, spacing, horizontal thrust, strength, number and protection and shall comply as follows:
1. Guardrails shall be provided at unenclosed floor openings, landings, platforms, ramps, balconies or porches which are more than thirty inches (30") above grade, and on unenclosed sides of stairs, steps, and ramps rising more than thirty inches (30") or three (3) risers.
 2. Guardrails shall be provided with intermediate rails, lattice work, or ornamental pattern constructed so that a sphere six inches (6") in diameter cannot pass through.
 3. Guardrails on steps shall be to the height specified for handrails. All other locations shall have a minimum of thirty-six inches (36") in height.
 4. The top member of a guardrail shall be sanded smooth.

5.6 DOORS:

- A. All doors used for ingress and egress shall be six feet eight inches (6'8") in height and three feet (3' 0") in width and hung with a clearance around the perimeter of no less than one-sixteenth inch (1/16") and no more than one-eighth inch (1/8").
- B. All doors shall be hung in jambs and casings that are plumb and level. When jambs and casings are damaged they shall be replaced with new pre-hung jambs, casings and trim. All hardware shall be mortised true as to fit.
1. New exterior pre-hung jambs shall be no less than one and one-fourth inches (1 1/4") thick with an allowance for a screen door assembly (see spec. 5.6(G)), and shall be sanded smooth and protected from weather immediately upon completion of hanging by painting or varnishing.
 2. Rabbed exterior jambs shall be no less than one and one-fourth inches (1 1/4"), and shall not be rabbited to less than five-eighths inch (5/8").
- C. Exterior doors shall be solid core fiberglass, six panel, columnist or better and no less than one and three-fourth inches (1 3/4") thick and no less than thirty-six inches (36") in width,
1. Exterior doors shall open to the exterior rather than the interior of a dwelling, unless local codes prohibit an exterior opening door. (Local code - they may swing either way depending on the manufacturer.)
 2. Exterior doors shall be weather tight and provided with three (3) four inch by four inch (4" x 4") pre-finished hinges, and aluminum or wood threshold with vinyl strip (sized to fit opening), and a keyed lock of quality equal to "Schlage A Series" lever type or better (installed in accordance with manufacturer's specifications). A thumbed deadbolt with a minimum one inch (1") bolt is also required and shall be keyed alike.

3. Exterior doors shall be protected from weather immediately upon completion of hanging by painting.
- D. Interior doors shall be hollow core wood, birch or better, six (6) panel, columnist or better no less than one and three-eighths inches (1 3/8") thick and no less than thirty six inches (36") wide unless otherwise specified.
1. New interior pre-hung jambs shall be no less than five-eighths inch (5/8") thick and painted or varnished as to Section XV (Painting).
 2. Interior doors shall be provided with three (3) three and one-half by three and one-half inch (3 1/2" x 3 1/2") pre-finished hinges, and the proper lock (passage or privacy). Locks shall be equal to "Schlage A Series" or better, lever type to match exterior doors and shall be installed in accordance with manufacturer's specifications and ADA compliant.
 3. Interior doors shall be installed to accommodate floor covering plus approximately one-fourth (1/4) to one-half (1/2) inch for ventilation when required.
 4. Interior pocket doors shall comply with specifications for interior doors as to size, thickness, locks, clearance, and finish.
- E. Closet doors will be six panel, by-pass, bi-fold or louvered designed to fit opening and installed as to manufacturer's specifications and include a passage latch.
- F. Doors provided for areas requiring mechanical or combustible ventilation shall comply with local fire ordinances.
- G. Screen doors must be aluminum and shall be installed with either pneumatic or spring closers. A bug strip, screen guard and locking device shall be provided.
- H. Access doors or coverings for openings into crawl spaces under a dwelling and for openings into attic areas shall be as follows:
1. An interior attic access door constructed of half inch (1/2") plywood painted to match ceiling of no less than twenty-two inches by thirty-six inches (22" x 36") shall be provided in addition to one opening in the garage ceiling twenty-two inches by forty-eight inches (22"x 48") with pull down stairs.
 2. Access door shall be tightly fitted.

5.7 WINDOWS:

- A. Windows shall include framing, locks, casing, sills, trim, screens, and weather protection, PGT or equivalent. Bathroom windows shall be obscured glass to five feet (5') above the floor. The Florida Building Code is also applicable to windows that are near doors and shower areas that require tempered glass.
1. Windows shall be sized to fit openings unless otherwise specified in work write-up.
 2. All windows exposed to weather shall be provided with flashing above window and caulked around the perimeter.

3. Windows shall be caulked between framed opening and window upon installation and caulked around perimeter of window after installation.
 4. Windows shall comply with the light, ventilation, and egress requirements of the Florida Building Code.
 5. Windows shall be provided with proper locks and shall have the capability to remain in the open position desired without the use of props.
- B. All windows shall be provided with sill of solid surface or cultural marble.
- C. Windows shall be Low Solar Gain Low-E glazed aluminum Miami Dade compliant, impact resistant, with self-storing screens, and installed in accordance with manufacturer's specifications. Sills are required under Item (B). Trim around window as needed to provide a complete installation, with no noticeable defects in materials or workmanship. Colonial finish, front elevation only.
- E. Window screens shall be aluminum frame with either a charcoal fiberglass screen mesh or not less than eighteen by fourteen (18 x 14) strands per inch with a strand diameter of .011 or an aluminum mesh. Screen shall be stored and protected (not installed) until all exterior work and painting is completed.

SECTION 6

6.0 FRAMING:

Framing shall be in compliance with the drawings, the Florida Building Code and specifications herein as required.

6.1 FRAMING:

Compliance with the work write-up, the Florida Building Code and specifications herein as required.

6.2 WALL FRAMING:

- A. Studs shall be two inches by four inches (2" x 4") unless plumbing requires two inches by six inches (2" x 6") for passage of pipes. Maximum spacing shall be twenty four inches (24") on center
- B. Unless reinforced, studs shall not be notched more than one-fourth (1/4) of their depth, or drilled through the wide face more than one and one-fourth inch (1 1/4") in a four inch (4") stud or two inches (2") in a six inch (6") stud.
- C. Block walls shall be furred out with one inch by two inch (1" x 2") pressure treated wood. Furring shall be nailed into block walls sixteen inches (16") on center into the solid portions of the block.

6.3 CLOSETS:

- A. Clothes closets shall be sized with a minimum interior depth of two feet (2') and shall have a door. (See spec.6.2(C)).
 - 1. A closet shelf shall not be higher than six feet (6') from the floor and shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").
 - 2. A closet rod for clothes hanging shall not be higher than five feet (5') above the floor and shall support ten (10) pounds per linear foot with a vertical deflection of not more than one-fourth inch (1/4").
 - 3. There shall be a clearance between the shelf and rod of no less than two inches (2").
- B. Linen closets shall be no less than twelve inches (12") in depth and width and shall have at least four (4) shelves, and shall have a door.
 - 1. Shelves shall be spaced no less than twelve inches (12") apart with the top shelf no higher than six feet (6') above the floor and the bottom shelf no less than twelve inches (12") above the floor.
 - 2. Shelves shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").

6.4 ROOF AND CEILING FRAMING:

- A. Roof trusses, when provided, shall be engineered by a licensed truss manufacturer and stamped by the manufacturer, to assure structural integrity.
- B. Eaves shall extend at least twenty four inches (24") from vertical wall & be constructed according to the drawing and codes.
 - 1. Soffit materials shall be rib-wire lath & stucco no less than three-quarter inch (3/4") thickness, or twelve inch (12") wire.
 - 2. Fascia material shall be cedar or approved equal.
 - 3. Eave ventilation shall comply with the Florida Building Code for non-vented attic space.

SECTION 7

7.0 ROOFING:

Roofing shall be in compliance with the work write-up, the Florida Building Code, manufacturer's specifications and specifications herein as required. SRI (Solar Reflectance Index) value must be a 29 or greater.

7.1 ROOFING REQUIREMENTS:

All roofing conducted shall conform to Florida Building Code, Hurricane Mitigation Retrofits as identified by Rule 9B-3.0475.

- A. Scheduling of roofing inspections shall be the responsibility of the contractor, allowing a minimum of twenty four (24) hours for coordination of inspections or as directed by the local building official.
- B. Roofing shall not be done during inclement weather.
- C. Roofing shall include all underlayment, felt shall be minimum thirty pound (30 lb.), all metal flashing, and all roof coverings as follows:
 - 1. Sheathing shall consist of five-eighth inch (5/8") CDX plywood. Sheathing shall be exterior grade material only. A sheathing inspection shall be performed by the building inspector prior to installation of shingles. All sheathing shall be nailed according to the latest edition of the Florida Building Code
 - 2. Metal flashing, valley flashing, chimney flashing, wall flashing, counter flashing, cantstrips, chimney crickets and flashing all protrusions through the roof such as pipes, vents and stacks.
 - 3. Roof covering shall be fiberglass shingles.

7.2 FIBERGLASS SHINGLES:

Fiberglass shingles shall be minimum Architectural Grade and provided for all dwellings having a pitch of three-twelfths (3/12) or more, and shall be installed according to manufacturer's specifications.

- A. Fiberglass shingles shall be no less than a Class "A" fire and wind rating nor less in weight than two hundred fifteen (215) pounds per square (100 sq. ft.) and shall be provided with no less than a thirty (30) year limited warranty, and shall be attached with a minimum of six (6) fasteners per three (3) tab shingle. Roof felt shall be minimum thirty (30) lb..
- B. Color shall be SRI (Solar Reflectance Index) value of 29 or greater.

7.3 VENTILATION:

- A. Ventilation or non-ventilation of attic space shall be according to the Florida Building Code and specifications set by the architect for a sealed conditioned attic.

SECTION 8

8.0 EXTERIOR WALLS:

Exterior wall shall comply with the engineered drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

8.1 EXTERIOR WALL REQUIREMENTS:

- A. Exterior walls shall provide safe and adequate support for all loads imposed upon them, and prevent the entrance of water or excessive moisture (see spec. 10.2).
- B. Stucco thickness shall be according to drawings.

SECTION 9

9.0 INTERIOR COVERINGS:

Interior coverings shall be in compliance with the drawings, the Florida Building Code, manufacturer's specifications and specifications herein as required.

9.1 WALLS AND CEILINGS:

- A. Plaster or drywall may be used. See Section X (Insulation) and Section XV (Painting).

9.2 DRYWALL:

- A. Drywall shall be no less than one-half inch (1/2") in thickness and shall include metal corner beads, taping, finishing, and all trim moldings.
- B. Drywall shall not be fastened nor glued directly to masonry walls.
- C. Ceilings in bathrooms shall be smooth finish with enamel paint. All other ceilings shall be finished in the following manner: knockdown only.
- D. All Walls shall be smooth finish.
- E. Moisture proof sheetrock (Dura-rock) shall be used on walls surrounding plumbing fixtures including entire shower or bath area.

9.3 TILE FLOORING:

- A. All living space shall be tile with the exception of all bedrooms and bedroom closets.
- B. Tile flooring shall meet FHA standards and be installed to comply with manufacturer's specifications and recommendations. Flooring in kitchens and bathrooms and marked area on drawings must be tile.
- C. Owner/City shall have a choice of style and color with in bid price range. One dollar to one dollar and 25 cents (\$1.00- \$1.25) per sq. ft – not installed.

9.54 BAMBOO WOOD FLOORING:

- A. All bedrooms and bedroom closets shall be pre-finished solid or engineered bamboo wood flooring installed according to the manufactures specifications and with a JANKA hardness rating of twenty-eight hundred to three thousand (2800 to 3000).
- B. Owner shall have the choice of color.

SECTION 10

10.0 INSULATION:

Insulation shall be in compliance with the work write-up, Florida Building Code and specifications herein as required.

10.1 CEILING INSULATION

Closed cell spray icynene foam insulation on underside of roof decking.

- A. All attic area above living area shall be conditioned space with the underside of the roof decking coated with icynene foam insulation.**
- B. A certification sticker shall be affixed to the access opening upon completion.**
 - 1. Sticker shall state the type of insulation and "R" rating and shall be dated and signed by the Contractor upon completion.**
 - 2. The contractor shall not sign or date the certification sticker until he has inspected the work and is assured of its compliance with manufacturer's specifications.**
- C. Exception: Dwellings with flat roofs or other ceiling areas where installation is impractical shall be insulated only when the ceiling or roof covering is removed.**

10.2 WALL INSULATION:

- A. Wall insulation with a rating of no less than "R 20" shall be provided in all exterior walls of a dwelling when using ICF construction. All wall penetrations shall be filled using a low VOC sealant or weather stripping.**

10.3 PLUMBING INSULATION:

All water pipes exposed to weather shall be insulated unless buried twelve inches (12") below the ground or under dwellings with a continuous foundation wall. Insulation shall be foam sleeve, securely installed.

SECTION 11

11.0 CABINETS:

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

11.1 CABINET REQUIREMENTS:

- A. Cabinets shall be raised panel standard in size, style and finish and shall include doors, drawers, hinges, handles and closures, and be securely installed.**

- B. Wall and base cabinetry shall be constructed of no less than three-eighths inch (3/8") thick plywood or approved solid wood with wood veneer. Pressed board or engineered wood is not acceptable.
- C. Shelves shall not be less than three-eighths inch (3/8") thick and support no less than twenty-five (25) pounds per linear foot.
- D. Vertical surfaces of cabinets (front, sides, doors, and drawers) shall be clad with plastic laminate or sealed with varnish, shellac, lacquer, polyurethane or oil based enamel paint.
- E. Base cabinets and vanities which abut a wall shall be provided with back splashes, including side splashes for corner walls. Solid surfaces are a significant step up in cost from laminates. An in between option is a plywood and solid surface composite. This type of countertop consists of a plywood backing with a thick solid surface layer on top. By reducing the amount of polymer material needed because the solid polymer layer is thinner, the cost of the kitchen countertops can be reduced while still providing the look and feel of a thicker solid surface.
- F. All interior surfaces shall be painted with low VOC paint or moisture protective finish. No use of Urea-Formaldehyde (UF).
- G. Owner shall have choice of at least two (2) colors and types of finish.

11.2 VANITY CABINETS:

- A. Imitation molded marble top with integral sinks shall be used for vanity top.
- B. Vanity cabinets shall be no less than thirty inches (30") nor more than thirty-four inches (34") in height. Width shall be a minimum of thirty inches (30"), space permitting, and not less than twenty inches (20") wide in any case.
- C. No use of Urea-Formaldehyde (UF).

11.3 KITCHEN BASE CABINETS:

- A. Counter top shall be no less than twenty-five inches (25") in depth, width or protrusion. Counter top shall include a back splash around any perimeter abutting a wall of no less than four inches (4") in height.
- B. Base cabinets, including counter tops shall be thirty-six inches (36") in height, and toe recess shall be provided.
- D. Drawers shall be provided in at least one base cabinet. Drawers shall be at least twenty-one inches (21") long and five and one-fourth inches (5 1/4") deep.
- E. No use of Urea-Formaldehyde (UF).

11.4 KITCHEN WALL CABINETS:

- A. Wall cabinets shall be no less than twelve inches (12") in depth. No use of Urea-Formaldehyde (UF).

- B. Wall cabinets installed over a counter or base cabinet shall be installed no less than fifteen inches (15") or more than eighteen inches (18") above the counter or base cabinet.
- C. Cabinets shall be no less than the following vertical lengths:
 - 1. over base cabinets, thirty inches (30").
 - 2. over range or sink (if specified on plans), twenty inches (20").
 - 3. over refrigerator, fifteen inches (15").

11.5 APPLIANCES:

All appliances provided for the same home are to be the same brand and three color choices (white, bone or black). The City will not accept any Frigidaire brand appliances.

- A. Refrigerators shall be a minimum of eighteen (18) cubic feet in size, frost free, 2 adjustable shelves minimum, top freezer model, five year warrantee on compressor, cords included and Energy Star rated.
- B. Range shall be electric, free standing with anti-tip bracket, conventional, thirty (30) inch wide, smooth glass top with 2 large burners & 2 small burners, window in oven door, storage drawer below, self cleaning, oven light, cord included and Energy Star rated.
- C. Range hood, electric, thirty (30) inch wide, duct free, under cabinet style, 2 minimum speed exhaust fan, separate light, mitered side and hemmed bottom edge for safety & easy cleaning.
- D. Dishwasher, 24 inch built-in, electronic, sound insulation, energy star rated, minimum 4 wash cycles and 8 wash settings, adjustable rack heights, delayed start option, cord included and Energy Star rated.

SECTION 12

12.0 PLUMBING:

Plumbing is to be in compliance with the drawings, Plumbing Codes, manufacturer's specifications, and specifications herein as required

12.1 PLUMBING REQUIREMENTS:

- A. Plumbing workmanship shall conform to generally recognized and accepted good practices of the plumbing trade.
- B. The contractor shall be responsible for layout and installation of all plumbing.
- C. Shut-off valves shall be installed on water lines at each fixture, except bathtubs and showers. All installations shall include new materials, faucets, supply tubes, waste and vent plumbing, and or new toilet seats.

12.2 PLUMBING FIXTURES:

- A. Bathtubs shall be white enameled steel equal to American Standard, Crane or Kohler, or equivalent.**
 - 1. Bathtubs shall be no less than sixty inches long by thirty inches wide by fifteen inches deep (60" x 30" x 15").**
 - 2. The bottom surface of a bathtub shall be slip resistant.**
 - 3. Backing for grab bars shall be installed to sustain a dead load of two hundred and fifty (250) pounds for five (5) minutes. Backing for grab bars shall be installed in all bathrooms thirty-one (31") to thirty-eight inches (38") above the concrete floor along back wall of the tub at least fifty-two inches (52") long.**
- B. Waterclosets shall be elongated, white vitreous china equal to American Standard, Crane or Kohler, or equivalent with white toilet seat.**
 - 1. Water closets shall be no less than fourteen inches (14") high from finished floor to rim.**
 - 3. Waterclosets shall include back flow preventer water control with volume regulator, flush valve and trip lever.**
 - 4. Waterclosets shall be high efficiency designed to have a dual flush option and utilize not more than one point one (1.1) gallons of water per flush for liquid flush and one point six (1.6) gallons of water per flush for solids.**
- C. Lavatories shall be vanity type not less than eighteen inches (18") round, space permitting. A one-piece molded lavatory and vanity top may be installed.**
- D. Laundry shall have hot and cold water supply and drainage for a washing machine.**

12.3 KITCHEN SINKS:

Kitchen sinks shall be double compartment, insulated stainless steel with washerless fittings, and be not less than thirty-three inches by twenty-two inches by eight inches (33" x 22" x 8"). Sink faucet shall be of the water saver type point five to one (.5-1.0) gal per minute.

12.4 FITTINGS:

- A. Bathtub, shower, and lavatory faucets may be single or double control and shall be washerless type equal to American Standard, Crane or Kohler.**
- B. Shower heads shall be designed to utilize no more than one point five (1.5) gallons of water per minute.**

12.5 WATER LINES:

Water lines shall be copper & properly insulated and protected from weather and freezing, see spec. 10.3.

12.6 WATER HEATER: 3 options

Option 1:

A glass lined, quick recovery electric water heater connected to a time clock shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 2:

A glass lined, quick recovery electric water heater with a standalone heat pump shall be provided and installed. A minimum five (5) year warranty shall be provided. Installation shall comply with plumbing codes. Size shall be a minimum fifty (50) gallon tank. Tank and piping must be insulated with foam jackets.

Option 3:

Solar heated panel mounted on roof with an eighty (80) gal water heater installed in garage. (roof trusses must reflect this added load on plans)

SECTION 13

13.0 ELECTRICAL:

Electrical shall be in compliance with the drawings, the Florida Building Code, the National Electric Code (latest edition adopted by the local government), policies of local Utility Company and specifications herein as required.

13.1 ELECTRICAL REQUIREMENTS:

- A. Any dangerous or improperly installed electrical components or equipment shall be reported to the Housing Construction Specialist and repaired or replaced as to work write-up or change order.**
- B. Electric service shall be no less than two hundred (200) amps and shall include the appropriate breaker panels, circuits and circuit breakers and shall be properly grounded.**
- C. All electrical wires, junctions, boxes, fixtures, etc. shall be properly installed and fastened to dwelling.**
- D. Bathrooms shall have a GFI receptacle located in accordance with all requirements of the National Electrical Code.**
- E. Bedrooms to have a double switch at doorway to operated ceiling fan and one outlet along the bedroom wall.**

- F. Laundry room/area shall have electrical service 220/240 volts for a clothes dryer and 110/120 for a washing machine.

13.2 SMOKE ALARMS:

- A. Smoke alarms shall be located in each bedroom and central hallway, and installed per manufacturer's instructions. All smoke detectors shall be hardwired in sequence on a dedicated circuit and have battery backup.

13.3 LIGHTING: LED or Fluorescent bulbs

- A. All lighting shall be permanent fixtures, wall switch controlled. Unless otherwise indicated on the write-up or drawing, fixtures shall be ceiling mounted (except bathroom).
- B. Bathroom lighting shall be wall-mounted above the lavatory and a fixture in the ceiling unless otherwise indicated, and shall be not less than one hundred (100) watts total. All bulbs shall be either fluorescent or LED.
- E. Kitchen lighting shall be according to the drawings.

13.4 VENTILATION:

- A. Exhaust fans, energy star rated, for kitchen or bathroom shall be properly vented through the soffit, unless otherwise noted. Each bathroom shall have an exhaust fan. Exhaust fan must be energy star rated.

13.5 CARBON MONOXIDE DETECTORS

- A. Carbon Monoxide Detectors shall be installed as per Rule 9B-3.0472

For purposes of this rule, the following definitions shall apply:

CARBON MONOXIDE ALARM. A device for the purpose of detecting carbon monoxide, that produces a distinct audible alarm, and is listed or labeled with the appropriate standard, either ANSI/UL 2034 - 96, Standard for Single and Multiple Station CO Alarms, incorporated herein by reference, or UL 2075 - 04, Gas and Vapor Detector Sensor, incorporated herein by reference, in accordance with its application. Both documents may be obtained by writing to: Codes and Standards Section, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

FOSSIL FUEL. Coal, kerosene, oil, fuel gases, or other petroleum or hydrocarbon product that emits carbon monoxide as a by-product of combustion.

- B. Every building having a fossil-fuel-burning heater or appliance, a fireplace, or an attached garage shall have an operational carbon monoxide alarm installed within 10 feet of each room used for sleeping purposes.
- C. Alarms shall receive their primary power from the building wiring when such wiring is served from the local power utility. Such alarms shall have battery back up.

- D. Combination smoke/carbon monoxide alarms shall be listed or labeled by a Nationally Recognized Testing Laboratory.
- E. Carbon monoxide detectors shall be installed outside the garage entry door between the garage and living space.

SECTION 14

14.0 HVAC:

HVAC shall be in compliance with the work write-up, electrical, gas and mechanical, the Florida Building Code and energy codes, manufacturer's specifications and specifications herein as required. Heating units are to be operational at the final inspection.

14.1 AIR CONDITIONING:

- A. The air conditioning unit serving every habitable room in a dwelling unit, including bathrooms and halls, shall be capable of maintaining a temperature of at least sixty-five (65) degrees Fahrenheit at three feet (3') above the floor on the coldest day of the year.
- B. A/C unit must be Energy Star rated with a min. SEER rating of 16.
- C. HVAC units shall be installed by licensed HVAC contractors and installed in a conditioned space inside the home. (not to be installed in conditioned attic space)
- D. Provide an A/C Condenser Security cage (Suggested, 3 way adjustable, W x D adjustable 30 to 51 in, H adjustable 34 to 59 in. - Manufacturer, AC Guard Security Cage Mfr. Model # ACGU distributors web site- (www.ac-guard.com/distributor.html)). Expand the slab to hold the condenser and the cage with additional space for garbage can storage.

14.2 HEATING UNIT DESIGN AND CALCULATIONS:

- A. BTU (British Thermal Units) shall be used to figure the amount of the cool load.
- B. Air systems shall include ductwork and appropriate supply and return vents to distribute air evenly throughout the dwelling. Air supply vents shall have a closeable register in each room. A digital programmable thermostat shall be located appropriately to control temperature evenly throughout the dwelling.
- C. All electric heating units shall be heat pump units having a minimum SEER rating of sixteen (16) with an emergency ten kilowatt (10k) heat strip and Energy Star rating. Trane or equivalent.

14.3 DUCT SYSTEM:

- A. All duct work shall be properly sealed using mastic at all connections.

SECTION 15

15.0 PAINING AND FINISHING:

Painting and finishing shall be of low VOC and in compliance with the drawings, the manufacturer's specifications, and the specifications herein as required.

15.1 PREPARATION:

- A. Preparation shall include the following: cleaning, sanding, scraping, filling holes and cracks, caulking, sealing, pressure treating, moisture proofing and protection of surfaces and surrounding areas.
- B. Prepare surfaces prior to applying paint, stain, varnish, etc. as follows:
 - 1. Foreign material shall be removed.
 - 2. Holes, cracks, and indentations shall be properly filled, surfaces scraped, cleaned, and sanded uniformly smooth.
 - 3. Porous surfaces, chalky surfaces, masonry, such as block, stucco, and concrete slabs, shall be cleaned and sealed before painting.
 - 4. Proper precautions shall be taken by the contractor and his painters to protect all surrounding surfaces, flooring, and landscaping from possible damage and paint splattering. Any damage to personal property shall be repaired at the contractor's expense.

15.2 APPLICATION OF PAINT:

- A. Paint shall be applied to a mil thickness of no less than five (5) mils per coat.
- B. For two (2) or three (3) coat application, the first coat shall be prime coat or sealer coat, as applicable.
- C. A minimum of two (2) coats of paint shall be applied to new surfaces. Additional coats may be required to obtain full coverage.
- D. Bathroom and kitchen walls shall be painted with enamel semi-gloss washable paint.
- E. Interior and exterior wood surfaces shall be covered with oil base or latex paint unless otherwise directed by the drawings. All pressure treated wood shall be painted with oil based paint.

15.3 APPLICATION OF STAIN, SEALER:

- A. Stain shall be applied evenly to obtain selected shade.
- B. Varnish or shellac shall be sanded smooth between coats.

15.4 SELECTION:

- A. Contractor shall assure that paint selected is appropriate for surface (masonry, exterior wood, etc.).**
- B. Owner's choice shall be documented in order to avoid disputes regarding color.**

15.5 LEAD BASED PAINT:

- A. Lead based paint shall not be applied to any dwelling, interior or exterior. Lead based paint is defined as paint containing more than 0.05% lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.**
- B. All OSHA requirements regarding safety of workers shall be the responsibility of the contractor.**

SECTION 16

As per Section 2.2, the work site shall be graded to blend with the surrounding area.

16.0 LANDSCAPE:

- A. The entire lot (from edge of pavement to rear property line) shall be sodded with bahia.**
- B. Four (4) trees per lot shall be installed. The lot shall have two (2) live oak trees, one (1) in front yard and one in rear yard. Each lot shall also have two (2) crepe myrtles, one in the rear yard and one in the front yard. All trees shall meet the landscape code requirement of the City' Landscape Code.**
- C. There shall be fencing provided around the A/C and garbage pad.**

Attachment 2

Listing of Addresses & Legal Description of Sites for New Home Construction

<u>NSP #</u>	<u>Address</u>	<u>Legal Description</u>	<u>Zip Code</u>
NS-001	681 SW Addie St	L8, B147, S27	34983
NS-002	351 SW Voltair Ter	L11, B639, S13	34984
NS-003	2202 SE Sidonia St	L11, B90, U5	34952
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NS-125	502 NW Sherbrooke Ave	L12, B50, S25	34983
NS-127	508 NW Avon St	L18, B112, S27	34983
NS-133	441 NW Concord Drive	L11, B23, S25	34983
NS-136	1699 SE Casella Court	L11, B3300, S50	34952
NS-137	1054 SE Euclid Ln	L22, B402, S3	34983
NS-140	1715 SW Taurus Ln	L2, B559, S13	34984
NS-141	2017 SW Burlington St	L3, B675, S18	34984
NS-148	2401 SW Mariposa Ave	L4, B1554, S30	34952
NS-152	601 SW Seagull Ter	L30, B1140, S9	34953
NS-157	782 SW Duxbury Ave	L20, B231, S28	34983
NS-500	1967 SW Sylvester Lane	L12, B672, S13	34984

RFP 20120030

**New Construction of Affordable Single Family Housing for the
Neighborhood Stabilization Program**

Pre-bid Meeting Agenda

Pre-bid Minutes –CD

Sign-in Sheets (attendance)

AGENDA

Pre-Bid Conference

Bid # 20120030

**NAME: RFP FOR NEW CONSTRUCTION OF AFFORDABLE
SINGLE FAMILY HOUSING FOR THE
NEIGHBORHOOD STABILIZATION PROGRAM**

DATE: May 21, 2012 @ 10:30 a.m.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Submittals are due June 12, 2012 by 3:00:00 PM

No Bid will be accepted after that date and time.

Any Bid received late will be returned unopened.

4. Review of RFP requirements:
5. Questions from Prospective Bidders.
6. Adjourn

Questions of a technical nature must be submitted in writing.

They will be evaluated and an answer will be provided in an addendum to all.

PRE-BID CONFERENCE ATTENDANCE

Request For Proposal (RFP)-20120030

New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program
 May 21, 2012 at 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	ROBERT CENK	HOMECRETE HOMES INC	bcenk@homecretehomes.com	T 772-370-1202 F 873-6686
2.	MICHAEL PEARCE FAX HUX	TWOSON CONSTRUCTION	MICHAEL.PEARCE@TWOSON.COM	T F
3.	William E. Durdley	AUM CONSTRUCTION, INC	William@aumconstruction.com	T 772-466-7117 F 772-467-9859
4.	TONY GROZA	GROZA BUILDERS, INC	Tony@Grozabuilders.com John@Grozabuilders.com	T 772-336-7653 F 772-336-2272
5.	Robert Smithwick	JMW CONSTRUCTION	jmw-cc@bellsouth.net rsmithwick67@gmail.com	T 772-216-4823 F 561-752-0481
6.	Jose De la Hoz	De la Hoz Builders INC	Jose@delahozbuilders.com	T 772 228 9723 F 772 589 8127
7.	Hilda De la Hoz	De la Hoz Builders INC	hilda@delahozbuilders.com	T 772 228 9723 F 772 589 8127

8. MICHAEL CASAN
 CASAN CONSTRUCTION
 CASANCONSTRUCTION@MSN.COM
 T 772 579.9363
 F 407. 412. 5960

PRE-BID CONFERENCE ATTENDANCE
Request For Proposal (RFP)-20120030

New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program
May 21, 2012 at 10:00 a.m.

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	MIKE CRISAFULLI	KINLEY	MIKE.CRISAFULLI@KINLEYCORP.COM	T 321-637-4400 F 321-679-4400
2.	Marcus Ingeldsen	Kinley	MARCUS.INGELDSEN@KINLEYCORP.COM	T 321-637-4400
3.	LAWRENCE MAXWELL AIA	SPACECAST ARCHITECTS (PA)	LARRY-SPACECAST@CFL.RR.COM	F 321-637-9808 T 321-728-4422
4.	ALBERTO MUNOZ	CONFORT BUILDERS, LLC	CONFORTBUILDERS@YAHOO.COM	F 321-728-0076 T 772 224 9110
5.	ERROL WILSON	Nyc construction Corp	ERROL@NYCCORPORATION.COM	F 772 353 5294 (561) 283-3333
6.	H H Construction Inc Dexter	AH Construction Inc		(561) 429 6654 T 954 347 7862
7.	BOB LAVIN	MANNING BUILDING SUPPLIES FT WERTHE	RELAVIN100@AOL.COM	F 772-201-7919 F 772-878-2218

Andrew Thomas A. Thomas Const. At Cond + 06 @ yahoo.com 772-595-5261

PRE-BID CONFERENCE ATTENDANCE
 Request For Proposal (RFP)-20120030
 New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program
 May 21, 2012 at 10:0 a.m.

8.	PHILLIP HARTNETT	HARTNETT BLDG GROUP LLC	hbq11c123@comcast.net	T 772 429 5243 F 772 489 9532
9.	Terry Mager	Mager Construction	Mager Construction at Yahoo.com	T 772 595 8280 F 772 284 0218
10.	Jack Reisinger	PSL Building		T 871 5132 F
11.	Jim Pritchard	Om B.	spn.tcland@cityofpsl.com	T 873 6838 F 871 7337
12.	Wendell Russell	Bldg	WRussell@cityofpsl.com	T 873 6367 F 344 4353

PRE-BID CONFERENCE ATTENDANCE
Request For Proposal (RFP)-20120030

New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program
May 21, 2012 at 10:00 a.m.

8.	DONALD SANTOS	SANTOS CONSTRUCTION Co.	469 SW ROSEWOOD CV PSC DON@SANTOSCONSTRUCTION.COM	T 772-336-3888 F 772-785-7976
9.	CARL FLEURY	CJ Contracting		T 561-662-4574 F 561-228-1354
10.	NINA JEWETT	Black Street Enterprises	njewett@blackstreetenterprises.com	T 772-344-8201 F 772-344-8203
11.	TIMMY MYRICK	Insulated Concrete Walls	jmyrick@icwalls.com	T 386-536-2608 F
12.	RANDY ABEIGO	Insulated Concrete Walls	rabtogo@icwalls.com	T 772-370-9857 F

PRE-BID CONFERENCE ATTENDANCE
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 May 21, 2012 at 10:00 a.m.

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	DAVID COTTON	SAND DOLLAR DESIGN INC.	SDDOSE@BELLSOUTH.NET	T 336-8569 F 336-3419
14.	LIONEL DUNBAR	BLACK STREET ENTERPRISES LLC	LIONEL.DUNBAR@BLACK STREET ENTERPRISES.COM	T (772) 344-8201 F (772) 344-8203
15.	OSCAR FROZINI	GENTILE, LLC	GENTILELLC@COMCAST.NET	T 954-520-0548 F 561-688-1398
16.	PAT SECMER	CITY OF PSL	PatS@cityofpsl.com	T 772-871-5283 F
17.	Robyn Hbber	CITY OF PSL- OMB	rholder@CITYofPSL.COM	T 772-871-5223 F 872-871-7337
18.	Rely Valdes	Tare Colon	RelyTareValdes@gmail.com	T
19.	ROBERT BINFORD	EAGLE ENTERPRISES INC	robertbinford@comcast.net	T 772-485-3553 F 772-692-3168

PRE-BID CONFERENCE ATTENDANCE
 Request For Proposal (RFP)-20120030
 New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program
 May 21, 2012 at 10:00 a.m.

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
13.	GREG OUDROWSKI	GROWNS CONSTRUCTION OF FLORIDA, INC.	GREG@GROWNSFL.COM	T 772-336-7240 F 772-785-8851
14.	Tim Mahaffey	Mahaffey Construction Group	Tim@mcongroup.com	T F 772-398-7111
15.	WALTER MCSWAIN	MAHAFFEY CONSTRUCTION	WALTER@MCONGROUP.COM	T 772-398-2600 F 772-398-7111
16.	FERNANDO BEBESO	Finet 20, LLC	gentilell@comcast.net	T 772-398-7600 F 772-342-6928
17.	James Harkins	H3 Homes Inc	Jim@H3Homes.com	F (772) 801- 8505
18.	Karen Baygett	DMB	Kbayget@e.gmail.com	T F
19.				T F

RFP 20120030

**New Construction of Affordable Single Family Housing for the
Neighborhood Stabilization Program**

Bid Opening Log

Bid Opening Sign-in Sheet

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

BID # 20120030-JP
OPENED: June 27, 2012
TIME: 3:00 p.m.

27 JUN PM 2:55 38s

RECEIVED 2:55 39s

RECEIVED

Confort Builders

BID TITLE: New Construction for Affordable Single Family Housing for the Neighborly Stabilization Program

26 JUN PM 12:02 54s

RECEIVED

RECEIVED

26 JUN PM 2:14 30s

HomeCrete

Mager Const.

27 JUN AM 11:15 35s

RECEIVED

RECEIVED

27 JUN PM 2:38 44s

McHaffey

27 JUN AM 11:25 35s

RECEIVED

JMW Const

27 JUN AM 10:56 26s

RECEIVED

RECEIVED

27 JUN PM 2:38 31s

Kinley

27 JUN PM 1:40 10s

RECEIVED

Groza 20120030

27 JUN PM 12:04 22s

RECEIVED

Gentile

RECEIVED

27 JUN PM 1:42 53s
Sand Dollar

20120030

27 JUN PM 12:10 07s

RECEIVED

27 JUN PM 2:13 52s

RECEIVED

TC Froors

RECEIVED

27 JUN PM 2:10 35s

Grande Construction

Hartnett

BID OPENING ATTENDANCE

RFP # 20120030

New Construction of Affordable Single Family Housing for NSP

June 27, 2012 @ 3:00:00 p.m.

1.	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	James Pitelband, OPDB	City of Port St Lucie	jpitelband@cityofpsl.com	T (772) 873-6338 F (772) 871-7357
2.	ALBERTO RUIZ	CONCRETE BUILDERS LLC	CONCRETEBUILDERS@YAHOO.COM	T 772 224 9110 F
3.	Terry Mager	Mager Construction LLC	MagerConstruction@ymail.com	T 772-595-8300 F 772-286-0218
4.				T F
5.				T F
6.				T F
7.				T F

RFP 20120030

**New Construction of Affordable Single Family Housing for the
Neighborhood Stabilization Program**

Evaluation Documents

Evaluation Committee Meeting Minutes (CD)

Sign-in Sheet

Committee Members evaluation sheets

Evaluation Committee Review Sheets

Reference Check Forms

RFP 20120030

**New Construction of Affordable Single Family Housing for the
Neighborhood Stabilization Program**

Copy RFP Documents and all Addenda

Q: I would think equality would be based on the specifications from the manufacturer?

A: The City is the sole judge.

Q: In the RFP, the questionnaire awards 40 points on price per square foot amount. How will you determine the SF price? Will it be on 1-5 homes or 10 homes?

Q: Why weren't plans & specifications for each house provided so that all bidders have the same floor plans to bid on?

A: Time constraints did not allow us to do this and we felt it opened up the field for ideas from contractors as long as it meets specifications.

Q: How will you let out the lot to build and design fit?

It was, again, recommended to all who had questions to please submit them in writing, in detail, so that nothing was left to interpretation.

We will meet with the various departments to be evaluated and obtain the answers to every question and then broadcast to everyone through DemandStar.

PRE-BID CONFERENCE ATTENDANCE
 Request For Proposal (RFP)-20120030
 New Construction of Affordable Single Family Housing for the Neighborhood Stabilization Program
 May 21, 2012 at 10:0 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Robert Cenk	Homecraft Homes Inc	brcenk@homecrafthomes.com	112-370-1202 F 873-6686
2.	Michael T. Parry Fax Hux	Texas Construction	Michael.parry@texasconstruction.com	T F
3.	William S. Dwyer	AW Construction, Inc	William@awconstruction.com	T 772-466-7117 F 772-467-9959
4.	Tony Groza	Groza Builders, Inc	Tony@GrozaBuilders.com John@GrozaBuilders.com	T 772-334-7653 F 772-334-2272
5.	Robert Smithwick	JMW Construction	jmw-cc@bellsouth.net rsmithwick7@gmail.com	T 772-216-4823 F 561-752-0481
6.	Jose DeLaHoz	De LaHoz Builders Inc	jose@delahozbuilders.com	T 772-228-9723 F 772-589-6127
7.	Hilda De La Hoz	DeLaHoz Builders Inc	hilda@delahozbuilders.com	T 772-228-9723 F 772-589-8127

8. Milena Casol

CASOL CONSTRUCTION

CASOLCONSTRUCTION@MSN.COM

T 772 579-9385
 F 407, 412, 5940

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	Name (Please PRINT legibly)	Agency	Email Address	Telephone # & FAX #
1.	MIKE CERSAFULLI	EMLEY	MIKE.CERSAFULLI@EMLEYCORP.COM	T 321-639-4400 F 321-639-4408
2.	Marcus Ingelsten	Killig	Marcus.Ingelsen@Killig.com	T 321-639-4400 F 321-639-4408
3.	AMELIE MAXWELL AIA	SPACECAST ARCHITECTS, PA	amelie-spacecast@fl.rr.com	T 321-728-4442 F 321-728-0076
4.	ALBERTO LUCIOZ	CONCRETE BUILDERS, LLC	CONCRETEBUILDERS@ymail.com	T 772-353-8294 F 772-353-8294
5.	ERROL WILSON	NYE CONSTRUCTION CO	ERROL@NYECONSTRUCTION.COM	T 561-283-3333 F 561-229-6654
6.	H H Cory Lichtenstein Dexter	HH Construction Inc		T 954-347-7862 F
7.	BOB LAVIN	MANAGING SUPPLYING SUPPLIES FOR EMLEY	RELAVIN100@AOL.COM	T 772-201-7919 F 772-878-2218

Andrew Thomas A. Thomas Const. Attoms + 06 @ ymho.com 772-595-5261

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8.	PHILIP HARTDERT	HARTDERT BLDG GROUP LLC	hbg11c123@comcast.net	T 772 429 5243 F 772 489 9532
9.	Terry Meyer	Meyer Construction	MeyerConstruction.com	T 772 595 8200 F 772 284 0248
10.	Jack Reisinger	PSL Building		T 871 5132 F
11.	Jim PERCHARD	OM B	Jim.Perchard@psl.com	T 475 6838 F 871 2352
12.	Wendy Russell	Bldg	WRussell@cityofpsl.com	T 873 6367 F 344 4353

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8.	DONALD SANCOS	SANCOS CONSTRUCTION Co.	469 SW BOGARDSON BLVD	T	772-336-3888	
			PSC DON@SANCOSCONSTRUCTION.COM	F	772-785-7076	
9.	CARL FEUZY	CY Contracting			T	561-662-4574
				F	561-228-1354	
10.	NINA JEWETT	Black Street Enterprises	njewett@blackstreetenterprises.com	T	772-344-8201	
				F	772-344-8203	
11.	TIMMY MYRICAL	Insulated Concrete Walls	jmyrick@icwalls.com	T	386-336-0608	
				F		
12.	RONALDY ALBERGO	Insulated Concrete Work	ralbergo@icwalls.com	T	772-370-9857	
				F		

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13.	DAVID COTTON	STARD BOLLAR DESIGN	SDDOLF@GEBLISOUTH.NET	T 336-8569 F 536-3419
14.	LIONEL DUNBAR	BLACK STREET ENTERPRISES, LLC	LIONEL.DUNBAR@BLACK STREET ENTERPRISES.COM	T (772) 344-8201 F (772) 344-8203
15.	OSCAR FROZINI	GENTILE, LLC	GENTILELLC@comcast.net	T 954.520.0548 F 561.688.1398
16.	PAT SECNER	CITY OF PSC	Pats@cityofpsl.com	T 772-871-5263 F
17.	Robyn Holder	CITY OF PSC-SMB	pholder@cityofpsl.com	T 772-871-5223 F 772-871-7337
18.	Dee Waddes	True Plan	Dee@TrueWaddes@Gmail.com	T F (772) 344-3622
19.	ROBERT BUNFORD	ENGLE ENTERPRISES, INC	rob@tdiengle.com	T 772-485-3553 F 772-692-3168

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13. GREG OUBRANSKI	GROSS CONSTRUCTION OF FLORIDA, INC.	GREG@GROSSFL.COM	T 772-336-7240 F 772-785-8851
14. Tim Mahaffey	Mahaffey Construction Group	Tim@Mahaffey.com	T F 772-398-2111
15. WALTER McSWILL	WALTER CONSTRUCTION	WALTER@WALTERCON.COM	T 772-398-2600 F 772-398-7111
16. Fernando Velasco	Irenki 20, LLC	fernandov@ireнки.com	T 772-398-7600 F 772-342-6928 A (772) 801-8885
17. James Harkins	H3 Homes Inc	Jim@H3Homes.com	T
18. Kevin Bergst	DMAs	Kbergst@gmail.com	F
19.			T F

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NS-125	502 NW Sherbrooke Ave	L12, B50, S25	34983
NS-127	508 NW Avon St	L18, B112, S27	34983
NS-133	441 NW Concord Drive	L11, B23, S25	34983
NS-136	1699 SE Casella Court	L11, B3300, S50	34952
NS-137	1054 SE Euclid Ln	L22, B402, S3	34983
NS-140	1715 SW Taurus Ln	L2, B559, S13	34984
NS-141	2017 SW Burlington St	L3, B675, S18	34984
NS-148	2401 SW Mariposa Ave	L4, B1554, S30	34952
NS-152	601 SW Seagull Ter	L30, B1140, S9	34953
NS-157	782 SW Duxbury Ave	L20, B231, S28	34983
NS-500	1967 SW Sylvester Lane	L12, B672, S13	34984