

BID PACKAGE

For



RESIDENTIAL DEMOLITION/RECONSTRUCTION PROJECT

Located

**2254 WASHINGTON STREET NE
PALM BAY, FLORIDA, 32905**

CONTRACTING AGENCY:

City of Palm Bay: Community & Development, Housing Division

ATTN: Jenny Lawson

120 Malabar Road. SE Palm Bay, Florida 32907

BID CLOSING DATE:

4:00 pm Thursday, August 8, 2024

Contents

ADDRESS AND DESCRIPTION REPORT	3
INVITATION TO BID	5
BIDDING INSTRUCTIONS	7
BID FORM	9
GENERAL SPECIFICATIONS.....	11
PROJECTS COMPLETED IN LAST TWO (2) YEARS.....	13
CONTRACTOR'S REFERENCES	14
CERTIFICATION REGARDING DEBARMENT	15
CONSTRUCTION AGREEMENT	16
I. Contractor's Scope of Work and Responsibilities.....	16
II. Suspension of Work, Termination and Delay.....	19
III. Payments to Contractor.....	19
IV. Indemnification and Release of Claims and Liabilities.....	20
V. Changes in the Work and Contract Price.....	20
VI. Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization.....	21
VII. Contracting Agency's Responsibilities.....	21
VIII. General Provisions	22
Job Scope and Cost Sheet.....	23
Drawings	24

ADDRESS AND DESCRIPTION REPORT

City of Palm Bay: Community & Economic
Development- Housing Division
ATTN: Jenny Lawson
120 Malabar Rd. SE
Palm Bay Fl. 32907

Property Location
2254 Washington St. Ne Palm Bay, Florida. 32905

Project Type:	Demo/Reconstruction	Project Manager:	Jenny Lawson
Contracting Agency:	City of Palm Bay	Phone Number:	321-726-5648
Structure Type:	Single-Family		
Address:	2254 Washington St. Ne Palm Bay Florida 32905		
SUBMIT PROPOSAL BY: Thursday, August 8, 2024			

Contractors and their Subcontractors shall schedule working hours between 8:00 a.m. and 6:00 p.m. Monday through Saturday.

The contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom. Further, the contractor shall furnish the Contracting Agency with all manufacturers and suppliers' written warranties covering items furnished under this contract prior to the release of the final payment.

The contractor will need to pay any impact fees, water and sewer impact fees, and water meter fee costs as part of the project. The contractor shall pay for temporary water and electric usage.

The contractor will provide a timeline for construction and a detailed line-item budget for the construction of the unit.

The Contractor will manage all aspects of project development and implementation.

The City of Palm Bay is requesting a developer fee not to exceed five percent (5%) of the total construction cost. This developer's fee will be paid after the project is complete.

There shall be no more than three (3) draws and one (1) final reimbursement with the balance of the developer fee to be submitted after the transfer of the title to the client. For the first draw,

the developer can request 10 percent of the construction cost for pre-development costs. Documentation for actual expenses shall be provided when submitting the second draws. Except for Draw one's 10 percent, all draws will be for completed items and not a percentage of those items. *The contractor must have the financial capacity to pay in advance of reimbursement from the City.

The home shall be warrantied for a minimum of one (1) year. The roof must have a four (4) year minimum warranty.

** Please note that the City has a specific budget that cannot be exceeded on this project; items will be deleted as necessary to stay within budget. Change orders to add additional dollars to the approved bid will not be allowed.

**The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Bid Package.

L's Design & Const. Inc.

Company Name

[Signature]

Contractor – (Signature)

JOAN JORDAN

Contractor – (Print Name)

8/8/2024

Date

BASE PROPOSAL: 294,275.00

TOTAL BID PROPOSAL: 308,989.00

INVITATION TO BID

House plans are required as part of the proposal. The City has the right to make modifications. Proposals shall be submitted with the Pre-Qualifications questionnaire, to the City of Palm Bay, 120 Malabar Road SE Palm Bay, FL 32907, ATTN: Jennifer Lawson: RFQ No. CD-2024-01DR ANNUAL PRE-QUALIFICATION FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) DEMOLITION/RECONSTRUCTION PROGRAM. The bidder's name and return address shall be identified on the outside of the envelope.

The proposal is based on the use of SHIP funds, and it is implied that all SHIP regulations shall apply. SHIP regulations will be outlined within the Agreement between the City and the selected contractor.

Anticipate construction within 30 days, the City will need to complete an executed contract and receive City Council approval. Thereafter, a Notice to Proceed will be issued and the Contractor can begin applying for permits.

The scope of work shall include all labor, materials, equipment, permits, and services necessary for the proper completion of the residential Demo/Reconstruction of the home on 2254 Washington St NE Palm Bay, FL 32905 in accordance with the City of Palm Bay's Building Department and the Plans and Specifications contained herein.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

This project is being funded with STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Program Funds awarded by the City of Palm Bay, Florida.

The home should meet the Florida Building Code, and the City of Palm Bay new construction building requirements, and are required to meet the **most recent Model Energy Code for energy efficiency**. Energy Star appliances are required. The home should include the following:

- Two-bedroom, one bathroom
- City water and sewer hook-up
- 912 Square feet
- All doorways need to be wide enough to accommodate a wheelchair.
- Master bath needs to be fully accessible walk-in shower with fold-down seat, grab bars, ADA-compliant commode, and lowered cabinets
- Covered front porch.
- Washer/dryer hook-up (do not include the washer/dryer).
- Energy Star appliances are required. (Dishwasher, Refrigerator, Built-in Microwave and Oven/Stovetop)
- The exterior AC unit needs to be heavily secured (cage and bolted down) to prevent

theft and should not be installed until the day the client anticipates moving in.

- Impact windows
- Flooring throughout the house shall be a minimum 12 inch or larger ceramic tiles, smaller size tiles in bathrooms may be allowed. The colors should be neutral.
- Living room and bedrooms shall have ceiling fans with light fixtures.
- No sliding glass doors.
- Interior house paint shall be neutral/beige with white trim.
- Telephone jack shall be located within the kitchen.
- Single car garage
- GFCI outlets in kitchen and bathroom or where specified by building code

There should be at least two (2) color options for appliances, cabinets, and countertops for the identified client. It is the intent of the City of Palm Bay, to procure a Licensed Contractor to construct a home for a disabled household. The contractor must meet all State Housing Initiative Partnership (SHIP) Program requirements.

All work must be carried out in compliance with locally adopted housing codes. The City of Palm Bay has adopted the following relative to housing:

- Florida Building Code 2020 7th Edition, with adopted Standards that supplement the Code.
- Florida Building Code 2020 7th Edition Residentials, with adopted Standards that supplement the Code.
- Florida Mechanical Code 2020 7th Edition, with adopted Standards that supplement the Code.
- Florida Fuel Gas Code 2020 7th Edition, with adopted Standards that supplement the Code.
- Florida Plumbing Code 2020 7th Edition, with adopted Standards that supplement the Code.
- National Electric Code of NFPA 70, 2017
- Palm Bay City Code of Ordinances
- Sanitary Codes (County Health Department)

In cases where compliance with these codes is impractical and/or cost-prohibitive, Contractors will be required to comply with the code to the extent feasible as determined by the Building Department.

Proposed SHIP Demolition and Reconstruction Project Summary

The 0.16-acre parcel is located at 2254 Washington St. NE Palm Bay, FL 32905; the property owner is Louise Williams Terry, and the current home will be demolished by the contractor. The Parcel ID is 28-37-14-50-3-6, Tax ID: 2826265,

The contractor will be the Developer on this project, acting in accordance with all SHIP

requirements including: The property is zoned RS3

Lot and structure requirements:

- (1) Minimum lot area — seven thousand five hundred (7500) square feet.
- (2) Minimum lot width — seventy-five (75) feet.
- (3) Minimum lot depth — one hundred (100) feet.
- (4) Maximum building coverage — thirty percent (30%).
- (5) Minimum living area — eight hundred (800) square feet.
- (6) Maximum height — twenty-five (25) feet.
- (7) Minimum yard requirements:
 - i. Front — twenty-five (25) feet.
 - ii. Side interior — eight (8) feet.
 - iii. Side corner — twenty-five (25) feet.
 - iv. Rear — twenty-five (25) feet.

For zoning questions, please contact Land Development Division at 321- 733- 3044

The City of Palm Bay, Community & Economic Development, Housing Division reserves the right to reject any and all bids, and to waive technicalities and informalities.

BIDDING INSTRUCTIONS

Please adhere to the following instructions in order to ensure an acceptable bid:

1. Contractor must thoroughly review and familiarize himself/herself with the Invitation to Bid, Bidding Instructions, and all other contract documents prior to submitting his or her bid. The Contractor shall in no way be relieved of any obligations due to his/her failure to receive or examine any form or legal instrument or to thoroughly inspect the site of the proposed work.
2. When reviewing the plans and specifications, you may notice discrepancies. Please address these with Jenny Lawson, Palm Bay, Community & Economic Development Housing Division, 120 Malabar Rd SE, Palm Bay, FL. 32907
3. Price: Each and every line item as required on the Cost Sheet. It is the Contractor's responsibility to verify all quantities and measurements for accuracy before submitting a bid.
4. Bids shall be in ink or typewritten, bound in the upper left corner with a binder clip, and submitted in a sealed envelope as detailed in the Invitation to Bid. The Bid Form shall be on top, followed by all required attachments in the order set forth on the Bid Cover Sheet.
5. No bid may be withdrawn, modified, or canceled by any bidder for a period of ninety (90) days after the submission deadline.
6. Any bidder may be required, before the award of any contract, to show to the complete satisfaction of Contracting Agency that he/she has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he/she has had experience in construction work of the same or similar nature; and that he has a history and references which will serve to satisfy the Contracting Agency beyond any doubt as to his/her qualifications for doing the work. The City of Palm Bay has the right

to disqualify any bidder that does not meet any or all qualifications necessary as determined by the City of Palm Bay, Community & Economic Development, Housing Division.

The contractor agrees if any discrepancies from the scope of work are encountered during construction or inspection, the contractor shall notify the City in writing before proceeding with any work. All additional work must be approved by the City in writing.

7. Bids may be hand delivered, or sent via U.S. Mail, or by overnight delivery service to: The City of Palm Bay, 120 Malabar Road SE Palm Bay, FL 32907, ATTN: Jennifer Lawson, HOUSING: RFQ No. CD-2024-01DR ANNUAL PRE-QUALIFICATION FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) DEMOLITION/RECONSTRUCTION PROGRAM. The bidder's name and return address shall be identified on the outside of the envelope. The method of delivery of Bids is at the sole discretion of the Contractor. The City of Palm Bay accepts no responsibility for lost, untimely, or undelivered Bids. Regardless of the method of delivery, in all instances, the completed bid package must be received by The City of Palm Bay no later than Thursday, August 8, 2024. Bids submitted after the deadline will not be accepted or opened. Your performance during the Bid process will be monitored and will be incorporated into your evaluation.
8. The successful bidder will be required to execute the Construction Agreement within fifteen (15) days after the City of Palm Bay notifies the bidder in writing of the award. The contractor must deliver the required insurance, together with the Construction Agreement, or the Agreement may be subject to forfeiture.

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BID FORM

This Bid is submitted by:

Company Name:

Street Address, City/State/Zip:

E-Mail Address:

TO: The City of Palm Bay, Community & Economic Development, Housing Division

ATTN: Jenny Lawson 120 Malabar Road SE Palm Bay, Florida 32907

DEMOLITION/RECONSTRUCTION PROGRAM – 1 SINGLE FAMILY HOME

Pursuant to and in compliance with your Invitation to Bid under date of 8/8/2024 the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor, and equipment necessary for the DEMOLITION/RECONSTRUCTION of one (1) 2-bedroom structure located at 2254 Washington Street NE Palm Bay, Florida 32905, as required by and in strict accordance with the Invitation to Bid, the Bidding Instructions, Work Write Up, Drawings, General Specifications, City of Palm Bay Minimum Construction Standards, and the Construction Agreement (collectively, the "Contract Documents") and all addenda, if any, issued prior to the date of this Bid at the price set forth below and as further detailed on the attached Work Write-Up.

The undersigned agrees to start work within fifteen (15) calendar days after the City of Pam Bay provides written notice to proceed and to fully complete the project within nine (9) months.

If written notice of the award of this bid is delivered to the undersigned via U.S. Mail, or electronic mail, at the address above, within thirty (30) days after the submission deadline, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she will execute and deliver the Construction Agreement on the form included in the Bid Package for the DEMOLITION/RECONSTRUCTION of one (1) 2-bedroom structure located at 2254 Washington St. NE Palm Bay, Florida 32905 in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him/her for signature of the award. Notice of the award should be delivered to the undersigned using the Bidder Notice Information set forth above.

The undersigned Contractor certifies that he/she has carefully reviewed all of the Contract Documents and agrees to perform the work as described therein.

Proposed Budget

	Construction Cost	Developer's Fee	Total Budget
Total	<u>294,275.00</u>	<u>14,714.00</u>	

TOTAL BID: \$ 308,989.00

Contractor's Signature

[Handwritten Signature]

Date

8/8/2024

Printed Name and Title

JOHN SWIDAN PRESIDENT

The following documents are attached in the order specified below:

- ☒ Signed & dated BID FORM
- ☐ Any additional sheets (as applicable)
- ☐ Completed BID COSTS
- ☐ Completed CONTRACTOR'S REFERENCE FORM
- ☐ Signed & dated CERTIFICATION REGARDING DEBARMENT FORM
- ☐ Copy of all valid state and local licenses
- ☐ Proof of Workers Compensation Insurance or Exemption
- ☐ Insurance certificates

GENERAL SPECIFICATIONS

SCOPE of work shall include all labor, materials, equipment, permits, drawings (if any), and services necessary for the proper completion of the demolition/ reconstruction of the property identified in the Work Write-Up.

DRAWINGS of floor plans, if any, are diagrammatic only, illustrating the general intention of the Contracting Agency; plans do not need to show all of the work required, exact dimensions, or construction details.

MATERIALS AND PRODUCTS furnished shall be new and without any indication of damage or breakage. If materials are usually packaged, they shall be brought to job site in original containers. Materials and products shall be of such kind and quality as to assure that their use in the dwelling will provide appropriate structural strength, adequate resistance to weather and moisture, and reasonable durability and economy of maintenance.

GENERAL SPECIFICATIONS are intended to be used in conjunction with a Work Write-Up. The Work Write-Up shall reference specific items in the General Specifications using the applicable numerical code for each specification.

BRAND NAMES mentioned together with the phrase "or equal" shall be interpreted to mean equal in quality and integral properties and similar in design. Substitutions may be accepted at the discretion of the City of Palm Bay, Community & Economic Development, Housing Division.

TRADE NAMES are used in the General Specifications to establish quality and type of materials required; exact material to be used on a specific item will be described in the Work Write-Up, thereby overriding the General Specifications.

MATERIALS NOT SPECIFIED but required shall be the best adapted for the purpose. Installation of any materials or products shall be in accordance with the manufacturer's directions and specifications.

WORKMANSHIP shall be of the best quality consistent with work performed by qualified persons. The Contractor or, if necessary, a competent responsible representative of the Contractor shall be in charge of work and supervise the work site at all times.

SAFETY Adequate safety precautions shall be taken, including barricades signal lights, etc. to ensure protection of all workmen, public, passersby, Contracting Agency, and Contracting Agency's property. During construction all work shall be done in accordance with Occupational Safety and Health Administration (OSHA) Safety Act.

CLEAN-UP of the work site on a daily basis is required. The Contractor shall properly dispose of construction debris daily, and make every effort to minimize damage to trees, shrubbery, and other landscaping. Debris resulting from the work shall not be left at the curbside. All surplus material must be removed from the worksite upon completion of the project unless otherwise

specified or agreed. The worksite shall be left in safe and clean condition at the end of each workday.

PERMITS The Contractor is responsible for all permits and applicable fees. Where subcontractor permits are required, they must be signed for at the Building Department. A "Notice of Commencement" must be filed with the Clerk of Courts by Contractor, prior to commencement of work and a copy furnished to the Contracting Agency. Contractor is responsible for furnishing a copy of the Notice of Commencement to The City of Palm Bay Housing Division. The Contractor shall be responsible for the acts and omissions of their employees and subcontractors and shall employ only qualified tradespersons, skilled in the job assigned.

CHANGES in work, including substitutions of material and changes in the scope of workmanship, will not be made unless it is found to be necessary or beneficial to the project. Change orders to add additional dollars to the approved bid will not be allowed. Any changes proposed by either the Contractor or the City of Palm Bay shall be in writing and agreed to by the City of Palm Bay and the Contractor before any change in plans, material, or specifications are made. Any structural changes to the building must also be approved by the Building Department.

INSPECTION of the work by authorized inspectors shall be facilitated by the City of Palm Bay and/or the Contractor during normal working hours. All work performed shall be subject to the City of Palm Bay Building Inspectors' approval that all applicable codes and safety requirements have been met.

SUBCONTRACTORS shall be bound by the terms and conditions of the Construction Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the full responsibility to the City of Palm Bay for the proper completion of all work to be performed under the Construction Agreement. The Contractor shall not be released from responsibility by a sub-contractual agreement made with others, nor shall anything contained in the Construction Agreement or any other contract documents create any contractual relation between any subcontractor and the City of Palm Bay.

LIEN RELEASES by subcontractors and vendors, who supply materials, must be submitted to the City of Palm Bay Community & Economic Development, Housing Division prior to release of final payment.

Company Name

L's DESIGN AND CONSTRUCTION INC.

Contractor's Name

JOHN JORDAN


Contractor's Signature of Acceptance

Date

8/8/2024

CONTRACTOR'S REFERENCES

Name Nicole Tennepenny Community Housing Initiative INC.
Contact Person: Nicole
Address: 323 College Wood DR. Phone No.: 321-253-0053 ex.11

Name BREVARD COUNTY HOUSING + HUMAN SERV.
Contact Person: PETER MOOR
Address: 2725 JUDGE FRAN JAMESON WAY SUITE B-106 MELBOURNE FL. Phone No.: 321-633-2170
CITY OF MELBOURNE
Name COMMUNITY DEVELOPMENT DEPT. HOUSING + URBAN 321-440
Contact Person: CLIFF PEARSON
Address: 695 E. UNIVERSITY BLVD. Phone No.: 321-213-4410

CITY COCOA
Name COMMUNITY + NEIGHBORHOOD SERV.
Contact Person: MARCIA MARKAM
Address: 65 STONE ST. COCOA FL. 32922 Phone No.: 321-408-3602

Name _____
Contact Person: _____
Address: _____ Phone No.: _____

Name _____
Contact Person: _____
Address: _____ Phone No.: _____

Name _____
Contact Person: _____
Address: _____ Phone No.: _____

PROJECTS COMPLETED IN LAST TWO (2) YEARS

Property Name HOPE Residence Yalonda HOPE
Address: _____ Phone No.: 321-421-2321
Project Address: 3273 BayFIELD St. COCOA FL. 32955
Contract Amount: \$ 350,175.00
Scope of Work: NEW HOME CONSTRUCTION

Property Name ALI #3
Address: _____ Phone No.: 321-626-8827
Project Address: 6025 EDISON St. COCOA FL. 32927
Contract Amount: \$ 415,000.00
Scope of Work: NEW HOME CONSTRUCTION

Property Name PAT and CHUCK
Address: _____ Phone No.: 321-514-8741 or 321-735-8400
Project Address: 6360 HUDSON Rd COCOA FL. 32927
Contract Amount: \$ 48,560.00
Scope of Work: A ROOM ADDITION Family Room KITCHEN and DEN.

Property Name CITY OF COCOA Re Hab. LIZZIE JENKINS
Address: _____ Phone No.: 321-637-0980
Project Address: 1045 BLWA DMAAR DR COCOA FL. 32922
Contract Amount: \$ 40,925.00
Scope of Work: RE-HAB BATH ROOM, WINDOWS, PAINT KITCHEN COUNTER TOP. ELEC. SERV.

Property Name CITY OF MELBOURNE CLIFF
Address: _____ Phone No.: 321-213-4410
Project Address: 3116 MAIN St MELBOURNE FL. 32901
Contract Amount: \$ 83,700.00
Scope of Work: BATH ROOM ADDITION, A/C, INT. DOORS STUCCO, PAINT, FLOOR TILE AND KITCHEN CABINETS

Property Name ALI #2
Address: _____ Phone No.: 321-626-8827
Project Address: 6444 HUDSON Rd COCOA FL. 32927
Contract Amount: \$ 290,000.00
Scope of Work: NEW HOME CONSTRUCTION

Use additional pages as needed.

CERTIFICATION REGARDING DEBARMENT

Certification Regarding

Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor/Subcontractor Covered Transactions

The Contractor/Subcontractor of CITY OF PALM BAY identified below hereby certifies, by submission of this document, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency;

(2) has, within a five-year period preceding this bid been convicted of or had a civil judgment rendered against it/them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) has not, within a five-year period preceding this bid/application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Contractor/Subcontractor is unable to certify to the above statement, Contractor/Subcontractor shall attach an explanation to this form.


Authorized Signature of Contractor/Subcontractor

8/8/2024
Date:

Printed Name and Title of Signatory

(Contractor/Subcontractor's Name)

Street Address of Contractor/Subcontractor

City, State & Zip of Contractor/Subcontractor

John Jordan President

H's Design & Const. INC.

1783 Hareton St. NW.

PALM Bay FL. 32907

CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF PALM BAY, AND CONTRACTOR

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into this day of Aug. 8, 2024, and is by and between
, ("Contractor") whose mailing address is
, and The City of Palm Bay, Community & Economic Development, Housing Division
whose mailing address is 120 Malabar Road SE Palm Bay, 32907, ("Contracting Agency").

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Contracting Agency agree as follows:

I. Contractor's Scope of Work and Responsibilities.

Contractor shall comply with the following provisions:

A. Labor, Materials and Work Write-Up. Contractor agrees to furnish all labor, materials, supervision, and services necessary to do the work specified for 2254 Washington Street NE, Palm Bay, FL 32905 as set forth in the "Work Write-Up" attached hereto and incorporated herein by reference for the total sum of THREE HUNDRED EIGHT THOUSAND dollars (\$308,989.00) (the "Contract Price"). NINE HUNDRED EIGHTY NINE.

B. Notice to Proceed; Time for Completion. Contractor will not begin the work to be performed until receipt of written Notice to Proceed, after which Contractor shall begin the work within fifteen (15) calendar days of the date of said Notice and shall complete said work within nine (9) months, thereafter (the "Contract Period"). If Contractor fails to complete the work within the contract time, the Contractor agrees to pay the Owner \$100.00 per day as liquidated damages to cover losses, expenses, and damages.

C. Specifications, Codes and Regulations. Contractor shall comply with all appropriate specifications, including those set forth in the Bid Package, Contractor's Bid and with all regulations, ordinances, and laws of, the City of Palm Bay's Building Department, and the State of Florida, the terms of which are incorporated herein by reference (collectively the "Contract Documents"), and permit reasonable inspection of all work by authorized inspectors.

D. Insurance.

(1) CONTRACTOR shall provide, pay for, and maintain in force at all times during the duration of this Agreement the following insurance policies:

(a) Workers' Compensation and include employers' liability insurance with limits of not less than those required by the State of Florida or City of Palm Bay, whichever is greater.

(b) Comprehensive General Liability Insurance, in an amount no less than as required by the State of Florida or City of Palm Bay, whichever is greater, including coverage for operations, products-completed operations, broad form property damage, and bodily personal injury, ensuring Contractor, any and all of its subcontractors, and any other interest, including but not limited to, any associated or subsidiary companies involved in the

project. The Comprehensive General Liability Insurance shall include contractual liability insurance application to Contractor's obligations under this Agreement.

(c) Liability Insurance Policies shall name Contracting Agency as an additional insured, only in respect to liability arising out of operations on behalf of Contracting Agency.

(d) Builder's Risk Insurance. Contractor must carry Builder's Risk Insurance, at the Contractor's expense, and keep in effect until final acceptance by the Contracting agency. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. The Contractor shall be financially responsible for any losses to the work in progress until final acceptance by Contracting Agency.

(2) Contractor shall not commence work under the Agreement until Contractor has obtained all of the insurance required under this Agreement and Certificates of Insurance have been furnished to Contracting Agency, nor shall Contractor allow any subcontractor to commence work on his/her/their subcontract until similar insurance required of the subcontract has been so obtained. The Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to Contracting Agency.

E. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

(1) GOVERNING LAWS AND REGULATIONS.

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA)
- Lead-Based Paint Poisoning and Prevention Act (42 U.S.C. 4822)
- Title X Lead-Based Paint Hazard Reduction Act of 1992

(2) APPLICABILITY. Demolitions in pre-1978 housing must be compliant with these laws and regulations, based on the age of the home the process must include a wet demolition to prevent airborne contaminants.

(3) PROCEDURE. Notification, evaluation, reduction, and ongoing maintenance procedures shall be in accordance with the regulations. Contractor is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level above 0.5 percent, by weight.

(4) TREATMENT. All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

(5) DEFINITIONS.

(a) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(b) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm².

F. Permits and Fees. Contractor is responsible for all permits and applicable fees. Where subcontractor permits are required, they must be signed for at the Building Department. A "Notice of Commencement" must be filed with the Clerk of Courts by Contractor, prior to

commencement of work and a copy furnished to the Contracting Agency. Contractor is responsible for furnishing a copy of the Notice of Commencement to Contracting Agency. Contractor shall be responsible for the acts and omissions of their employees and subcontractors and shall employ only qualified tradespersons, skilled in the job assigned.

G. Debris and Material Removal. Clean up of the work site on a daily basis is required. Contractor shall properly dispose of construction debris daily, and make every effort to minimize damage to trees, shrubbery, and other landscaping. Debris resulting from the work shall not be left at the curbside. All surplus material must be removed from the worksite upon completion of the project unless otherwise specified or agreed. The worksite shall be left in safe and clean condition at the end of each workday.

H. Assignments and Subcontracts. Contractor may not assign this Agreement or subcontract any portion of this Agreement without the written consent of the Contracting Agency. The request for assignment or subcontract must be addressed to Contracting Agency at 120 Malabar Rd. SE Palm Bay, FL. 32907. Contractor is responsible for all work carried out by any subcontractor.

I. Subcontracts to persons connected to City of Palm Bay. Contractor shall not subcontract any part of the work to be performed under this Agreement to any member of any board, any officer or employee of City of Palm Bay or its designees or agents, the governing body of City of Palm Bay, or any other public official of City of Palm Bay.

J. Warranty: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The roof must have a four (4) year minimum warranty. Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to other parts of the system resulting from such defects. Contracting Agency will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, Contracting Agency may, after giving thirty (30) days' notice to Contractor, do so and charge Contractor the cost thereby incurred. Contracting Agency shall hold City of Palm Bay harmless should Contractor not return to correct defects covered under this warranty. City of Palm Bay will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

K. Correction of Work.

(1) Contractor shall promptly remove from the premises all work rejected by Contracting Agency or agents of City of Palm Bay for failure to comply with this Agreement or any other of the Contract Documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the work in accordance with this Agreement and any other of the Contract Documents and without expense to Contracting

Agency and shall bear the expense of making good all work of other contractors and subcontractors destroyed or damaged by such removal or replacement.

(2) All removal and replacement work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, Contracting Agency may remove such work and store materials at the expense of Contractor.

II. Suspension of Work, Termination and Delay.

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the Contract Period, or any extension thereof, or fails to complete said work within the Contract Period, Contracting Agency (or City of Palm Bay on behalf of Contracting Agency) may, by written notice to Contractor, terminate his right to proceed with the work or such a part of the work as to which there has been delay. In such event, Contracting Agency may take over the work and prosecute the same to completion by contract or otherwise, and Contractor, and his surety, if any, shall be liable to Contracting Agency and City of Palm Bay for any excess costs occasioned Contracting Agency or City of Palm Bay. If Contractor's right to proceed is so terminated, Contracting Agency may take possession of and utilize in completing the work such materials, appliances and facilities as may be on the site of the work and necessary thereof. If Contracting Agency does not terminate the right of the Contractor to proceed, Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, Contractor shall pay to Contracting Agency as fixed, agreed and liquidated damage the sum of one hundred dollars (\$100.00) for each calendar day of delay until the work is completed or accepted; and Contractor and his surety, if any, jointly and severally, shall be liable for the amount thereof, provided that the right of Contractor to proceed shall not be terminated nor Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of Contractor, including acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, if Contractor shall within ten (10) days from the beginning of any such delay, notify Contracting Agency in writing of the cause of delay. City of Palm Bay shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties thereto.

III. Payments to Contractor.

Contractor will submit to Contracting Agency a payment request filled out and signed by Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing the new construction project. Contracting Agency will authorize no more than three draws and one (1) final reimbursement with the balance of the developer fee to be submitted after the transfer of the title to the client. For the first draw, the developer can request 10 percent of the construction cost for pre-development costs. Documentation for actual expenses shall be provided when submitting the second draws. Except for Draw one's 10 percent, all draws will be for completed items and not a percentage of those items. *The contractor must have the financial capacity to pay in advance of reimbursement from the City.

Upon completion and acceptance of the work, Contracting Agency shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due Contractor, including the retained percentages, but except such sums as may be lawfully retained by Contracting Agency, shall be paid to Contractor, within thirty (30) days of completion and acceptance of the work, if Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

B. A representative of the City of Palm Bay may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

IV. Indemnification and Release of Claims and Liabilities.

Contractor hereby holds Contracting Agency, Contracting Agency's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the Contracting Agency's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, Contracting Agency may, after having notified Contractor, either pay said lawful demands, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this paragraph be construed to impose any obligations upon Contracting Agency to either Contractor, his surety, or any third party. In paying any unpaid bills of Contractor, any payment so made by Contracting Agency shall be considered as a payment made under the Contract Documents by Contracting Agency to the Contractor and Contracting Agency shall not be liable to Contractor for any such payments made in good faith.

The acceptance by Contractor of final payment shall be and shall operate as a release to Contracting Agency of all claims and all liability to Contractor other than claims in stated amounts as may be specifically excepted by Contractor for all things done or furnished in connection with this Agreement and other relating to or arising out of the work hereunder. Any payment, however, final, or otherwise, shall not release Contractor or his sureties from any obligations under the Contract Documents.

V. Changes in the Work and Contract Price.

A. Changes in the Work. Contracting Agency may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City of Palm Bay, Community & Economic Development, Housing Division shall review and give final approval to all Change Orders. The contractor agrees to proceed with the performance of any changes set forth in the approved Change Order.

B. Changes in Contract Price. The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) Unit prices previously approved.
- (2) An agreed lump sum.
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed ten (10) percent of the actual cost of the work to cover the cost of general overhead and profit.

VI. Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

VII. Contracting Agency's Responsibilities.

Contracting Agency shall:

A. Permit Contractor to use, at no cost to Contractor, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.

B. Cooperate with Contractor to facilitate the performance of the work.

C. Abide by the terms of this Agreement and allow the new construction to be carried out in accordance with local codes, as well as state regulations. This includes not undertaking, altering, or contracting for the services of another party to complete any of the work specified in the "Work

Write-up" unless the "Work Write-up" specifically authorizes Contracting Agency to complete a specified item or supply specified materials.

VIII. General Provisions

A. This Agreement and the Contract Documents embody all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefit of any of the parties.

B. Contractor agrees to perform the work required by this Agreement, and Contracting Agency agrees that neither it nor its employees, agents, or their family members will hinder Contractor in its work in carrying out State requirements and local codes and policies.

C. No member, officer or employee of the City of Palm Bay, or its designees or agents, no member of the City Council in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

THIS AGREEMENT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

Contracting Agency:

The City of Palm Bay:
Community & Economic Development
Housing Division

By: _____

Contractor:

L/S Design & Construction
a Florida non-profit corporation *INC.*

By: 

*JJ's Design & Construction
1783 Hazelton St NW
Palm Bay, FL 32907*

Job Scope and Cost Sheet

11
"SEE NEXT SHEET."

11

JOB SCOPE AND COST SHEET

2254 Washington Street

CONSTRUCTION COST	JJ's Design & Construction, Inc.
DESCRIPTION	AMOUNT SPENT
Permit Fees	\$10,000.00
compaction test	\$450.00
Bug spray guy slab	\$650.00
Some Grading / Fill Dirt	\$5,300.00
conc block labor	\$7,800.00
conc block material/ tie bm pump	\$12,500.00
framing labor	\$10,850.00
slab labor	\$8,100.00
slab material	\$10,600.00
framing materials	\$12,000.00
Windows L/M	\$10,500.00
interior doors and trim / labor	\$8,700.00
paint interior	\$5,300.00
paint exterior	\$4,600.00
Soffit / facias	\$3,500.00
Stucco l/m	\$10,500.00
ext door , L/M	\$2,100.00
Plumbing Est L/M 3 phases	\$17,500.00
A/C Mechanical Est. L/M 3 phase	\$15,500.00

Elect. Est. L /M recess lt 3 phase	19500
Demolition of Exist. Home	15000
new roof shingles mat	14850
Bath rm's fl / wall tile /Shower/seat	4200
Gutter / downspout NEW	3100
mirrors both bath rm	875
wire Shelves thru out	1200
Insulation Walls / ceiling	6200
drywall clg and walls L/M	18000
Landscaping and Sod	3600
Dumpster red can	1600
Garage Door/Opener	3100
Floor Tile / Mat./L	9750
Kitchen Cabinets /Top	9800
Bedrooms / entry Tile	7700
base board / Trim Material	3200
bath rm cabinet/top	650
city water	5000
city swearer	5000
survey/plot plan	5500
Developer's Fee 05%	14714

CONSTRUCTION COST

TOTAL COST:

\$308,989.00

294275

Drawings- Elevation/floor plan

"
SEE NEXT SHEET"
"



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JORDAN, JOHN ALEXANDER

JJS DESIGN AND CONSTRUCTION INC
1783 HAZELTON ST NW
PALM BAY FL 32907

LICENSE NUMBER: CGC1515717

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 6/15/2024

EXPIRATION DATE: 6/15/2026

PERSON: JOHN A JORDAN

EMAIL: JJORDANDESIGNS@AOL.COM

FEIN: 261985239

BUSINESS NAME AND ADDRESS:

JJ'S DESIGN AND CONSTRUCTION, INC.

1783 HAZELTON STREET, NW

PALM BAY, FL 32907

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01928484

QUESTIONS? (850) 413-1609