



Agenda Item Request Form

ITEM: Ratification of the Construction Project at 1508 Pennsylvania Avenue, Lynn Haven, FL Unit A.

BACKGROUND INFORMATION: As with all owner-occupied rehab projects, 3 bids are requested and obtained for Scope of Work services. In the case of the above-mentioned project, Custom Construction was the lowest of the (3) bids. Therefore, the project was awarded to Custom Construction. However, pursuant to the Purchasing Policy at the time, the award of this contract required Commission approval. The purpose of this agenda item is to obtain Commission approval for the contract and the contract amount.

DEPARTMENT HEAD RECOMMENDATION: Staff recommends approval to ratify contract in the amount of \$39,618.00 for Custom Construction.

Budget Impact

Budgeted? Yes: No: How Much budgeted? \$39,618.00

If more, where do you suggest funds come from?

Cost Center Affected:

Personnel \$ Click here to enter text.

Operating \$

Capital \$

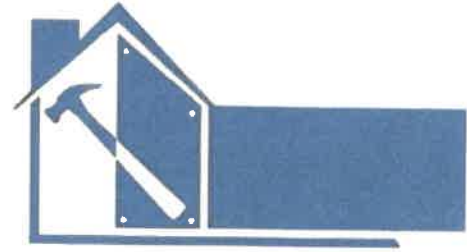
Revenue \$ Click here to enter text.

Requested By: Michael Johnson

Date: 1/25/2022

Custom Construction by Eric Orme, Inc.
CGC1505937
 1818 Frankford Av
 Panama City, FL 32405 US
 850-872-1118
 eric@customconstructionbyericorme.com

Estimate



ADDRESS

Marta Butkowski
 1508 Pennsylvania Ave.
 Lynn Haven, FL. 32444

ESTIMATE #

1056

DATE

01/20/2021

*Custom Construction by Eric Orme, Inc.
eric@customconstructionbyericorme.com*

DESCRIPTION

AMOUNT

Siding - remove and replace southside, approximately 12 squares Wall with gable	5,400.00
Repair vinyl shake	180.00
Remove and replace front exterior door	1,800.00
Remove and replace storm door	450.00
Remove and replace back sliding glass door	1,900.00
Repair overhead garage door and opener	800.00
Repair stack stone	320.00
Remove and replace quarter round 656 LF	1,968.00
Caulk, putty, and paint quarter round	1,200.00
Remove and replace A/C Unit - 2-2.5 Ton	6,200.00
Remove and replace vinyl plank flooring through out the house - approximately 1800 SF w/ waste and stairs	11,900.00
Material, labor, and content manipulation *note* stair pieces are expensive	
Dog eared 6' fence 200 LF vertical	6,000.00
Building Permit	350.00
Roll Off Dumpsters	850.00
Cleanup - Construction	300.00

TOTAL

\$39,618.00

Upon acceptance of this proposal C. C. will perform the included specifications listed in proposal. Payment is due upon completion of said work completed. If payment is not received according to these terms C. C. may pursue with the Florida Lien Laws. Legal fees & Interest will apply.

We look forward to a making your house a home for your family.

**Bay County
SHIP Program
REHABILITATION LOAN PROGRAM**

REHABILITATION WORK CONTRACT

NAME OF PROPERTY OWNER: **Marta C. Butkowski
David S. Butkowski**

ADDRESS OF PROPERTY OWNER: **2332 E. 16th Street
Panama City, FL 32405**

CDBG/SHIP PROJECT NUMBER:

THIS AGREEMENT is made this _____ day of _____, 2021, between the Owners, **Marta C. Butkowski & David S. Butkowski** and, the Contractor, **Custom Construction by Eric Orme**. This AGREEMENT becomes effective and binding between the Contractor and the Owner when signed by both parties in the spaces provided below:

Marta C. Butkowski
Marta C. Butkowski

3/22/21
DATE

David S. Butkowski
David S. Butkowski

3/22/21
DATE

Custom Construction by Eric Orme

DATE

The Owner(s) and Contractor agree as set forth below:

ARTICLE I-CONTRACT SUM:

The owner(s) shall pay the Contractor for the performance of the rehabilitation work, subject to additions and deductions by approved Change Order, the Contract Sum not to exceed **\$ 39,618.00.**

ARTICLE II-THE WORK:

The Contractor agrees to furnish all labor, materials, equipment, permits, licenses, and services for the proper completion of the above identified property in accordance with the BID or PROPOSAL and REHABILITATION SPECIFICATIONS. The Contractor agrees that materials supplied are guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. The premises will be occupied during the course of construction.

ARTICLE III-TIME OF COMMENCEMENT AND COMPLETION:

No work shall be commenced by the Contractor until he has received a written Notice to Proceed from the Owner. The NOTICE TO PROCEED is issued on the same date of the contract signing. Work shall begin no later than 14 days after the NOTICE TO PROCEED IS ISSUED. All work shall be satisfactorily completed within 45 calendar days. If the work is not completed within the agreed upon time period, Contractor may be assessed **\$50.00** per day for every normal working day until completion, unless approval for extension has been agreed upon verbally or in writing by Owner, Contractor, and CDBG/SHIP Department. This provision is contingent upon strikes, accidents, or Acts of God.

ARTICLE IV-PAYMENT:

The Contractor may be paid a draw for work completed and inspected by our Rehabilitation Specialist. A 10% retention on each draw will be held until the Bay County Building Department issues a Certificate of Final Inspection certifying that all work has been completed according to the Contract.

ARTICLE V-CONTRACTORS INSURANCE:

The Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of his fault or negligence in connection with this Contract. The Contractor shall, prior to commencing work, furnish evidence of required comprehensive liability insurance. The Contractor shall also furnish evidence of coverage in accordance with the Florida Worker's Compensation Law.

ARTICLE VI-SUBCONTRACTORS:

All 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 the responsibility to the Owner for the proper completion of all work to be executed under this agreement, and shall not be released from this responsibility by any subcontractual agreement he may make with others. Upon request, the Contractor may be required to furnish to the Owner and CDBG/SHIP Department in writing, a list of names of Subcontractors proposed for the principal portions of the work. The Contractor shall not employ any Subcontractors proposed for the principal portions of the work. The Contractor shall not employ any Subcontractors to whom the Owner or CDBG/SHIP Department may have a reasonable objection.

ARTICLE VII –GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

VII.1 The Contractor shall supervise and direct the work using his best skills and attention.

VII.2 The Contractor shall provide the Owner with evidence that he has secured and paid for all licenses and permits necessary for the proper execution of the work; and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate Building Inspectors.

VII.3 The Contractor shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

VII.4 The Contractor shall be responsible for the acts and omissions of all his employees, and all Subcontractors, their agents and employees, and all other persons performing any of the work.

VII.5 The Contractor shall not assign this Contract without written consent of the Owner. Any request for assignment must be addressed to CDBG/SHIP Department.

VII.6 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his work.

VII.7 The Contractor shall permit CDBG/SHIP Department its agents or employees to examine and inspect the rehabilitation work under this contract at any reasonable time.

VII.8 The Contractor shall furnish the Owner with warranties, names, addresses and numbers of the firms to be contacted for service of appliances or other equipment installed or repaired under this contract.

ARTICLE VIII – GENERAL RESPONSIBILITIES OF THE OWNER:

VIII.1 The Owner shall permit the Contractor to use, at no extra cost, existing utilities such as light, heat, power and water necessary for the proper execution and completion of work.

VIII.2 The Owner and Occupants shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering of furniture and clothing if necessary.

VIII.3 The Owner and Occupants shall be responsible for the proper use and care of the property including all equipment and appliances.

VIII.4 The Owner shall provide the Contractor with access to the property during normal working hours on normal work days.

ARTICLE IX- CONTRACT DOCUMENTS: This Contract consist of the Bid or Proposal, the Rehabilitation work write-up, including any drawings or plans, and General Specifications.

ARTICLE X -CHANGES IN THE WORK:

Except in an emergency endangering life or property, no change in the work shall be made by the Contractor unless he has received a prior written Change Order signed by the Inspector or the CDBG/SHIP Department. Only a Change Order or Amendment of the Rehabilitation Contract may change the contract sum and the contract time. No extra costs will be paid to the Contractor when he has neglected too properly evaluate the extent of the Rehabilitation work.

ARTICLE XI -GUARANTEES AND WARRANTEES:

The Contractor shall guarantee to correct any work that fails to conform to the contract documents and shall correct such defects due to family materials, equipment, or workmanship which appear during the progress of the work or within a period of (1) year from the date of final acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the contract documents. The provisions of this Article apply to work done by Subcontractors as well as work done by the Contractor, furthermore, the Contractor shall furnish the owner, in care of CDBG/SHIP, with all manufactures and suppliers written guarantees and warranties covering materials and equipment furnished under this Contract.

ARTICLE XII -TERMINATION OF CONTRACT BY THE OWNER:

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the owner acting through CDBG/SHIP may after (7) days written notice, terminate this Contract, and finish this work by whatever method he deems expedient. If the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the Contractor; but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE XIII -TERMINATION OF CONTRACT BY THE CONTRACTOR: If the Owner fails to perform any applicable provisions of the Contract, the Contractor may, upon (7) days written notice to the Owner and CDBG/SHIP Department, terminate the Contract and recover from the Owner payment for all satisfactorily completed and all other such remedies as or otherwise specified by law.

ARTICLE XIV –GENERAL CONDITIONS

XIV.1 The work write-up shall take precedence over the Basic Specifications and when in conflict, the material, equipment or workmanship called for in the work write-up will be required.

XIV.2 Materials shall be new, in good condition, and of standard grade unless otherwise agreed too in writing before their delivery to the job site.

XIV.3 Repairs shall be made to all surfaces damaged by the Contractor resulting from his work under this Contract at no additional cost to the Owner.

XIV.4 Building Codes- All work to be done shall be subject to the regulations of Local Building Codes as interpreted by the Building Inspection Department whether or not covered by the specifications and drawings for the work.

XIV.5 Lead Base Paint- The use of lead based paint and the elimination of lead base paint hazard as provided for in 24CFR Part 35 shall be considered applicable to Federally assisted residential construction of rehabilitation activity.