

6/29/2021

CONTRACTOR HANDBOOK

CITY OF POMPANO BEACH

Housing Programs



Florida's Warmest Welcome

Office of Housing and Urban Improvement
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OFFICE HOURS: MONDAY THROUGH THURSDAY
7AM - 6PM

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I. Introduction

The City of Pompano Beach appropriates Federal, State and local funds to provide decent, safe, and affordable housing, a suitable living environment and expanded economic opportunities for persons of very low, low, and moderate income. These funds are administered by the Office of Housing and Urban Improvement (OHUI) which maintains an active list of licensed and insured Contractors to assist in accomplishing the activities funded under these programs.

A. OFFICE OF HOUSING AND URBAN IMPROVEMENT (OHUI) PROGRAMS

OHUI programs are funded through State and Federal grants, many of which the City receives annually, but none of which are guaranteed. When funds are available, OHUI uses these City grants repair and rehabilitate the existing housing stock. Grant and Local funds are also available from time to time that are used to build new affordable homes.

Housing Rehabilitation Program

Through various federal and state funding sources, the City administers a housing rehabilitation program for eligible repairs costing no more than \$30,000 in order to create a decent, safe and sanitary habitation and/or correcting existing code or building violations.

Demolition and Replacement Home

Through various federal and state funding sources, the City administers a demolition and replacement home program for eligible costing no more than \$140,000 in order to create a decent, safe and sanitary habitation and/or correcting existing code or building violations.

Single-family properties that are in a flood zone and have estimated rehabilitation costs exceeding 50% of the assessed value will be demolished and rebuilt to meet the Building Code.

Emergency Repair Program

Through various federal and state funding sources, the City offers Low Income Household residents emergency assistance of up to fifteen thousand dollars (\$15,000) for improvements to properties whose current condition presents an imminent threat to the owner/occupants' health, safety and/or welfare.

Local Affordable Housing Trust

Through the Local Affordable Housing Trust, the City of Pompano Beach acquires foreclosed and abandoned homes that are redeveloped and resold to help stop neighborhood decline and to increase the City's stock of affordable housing. OHUI also builds new homes on land acquired by the City. These homes are all resold to eligible low and moderate income buyers, sometimes with gap financing assistance provided through its First-Time Homebuyer Program..

Before a Contractor is qualified and placed on the "Active Contractor List", an application must be completed. The application includes licensure, certifications, references, and other related documents. An application checklist is included in Part II of this Handbook. Contractors that are determined by OHUI to be generally qualified to participate must also apply to and be accepted as a member of the 2-10 Home Buyers Warranty company.

If qualified, the contractor is placed on the Active Contractor List, notified of new projects, and given the opportunity to bid on these projects.

Contractors that have been debarred or suspended from working on federally funded programs, or are the subject of unresolved complaints filed with the Florida Department of Business and Professional Regulation, are not eligible to participate. Contractors will also be expected to comply with all applicable *City, County, State and Federal laws* as they may apply to the project. OHUI Contractors must also arrange with the City's Building Department to be trained in the use of E-Plan. Use of E-Plan is required for all OHUI projects.

The narratives on the following pages outline the process for the Rehabilitation Programs. There may be other programs that are funded during the year, and eligible Contractors will be notified of opportunities to bid on these as well.

All Contractors bidding upon work available through *City of Pompano Beach Office of Housing and Urban Improvement* must familiarize themselves with the policies, procedures, materials, standards, and methods of construction contained herein. All work write-ups will refer to and incorporate these standards and all Contractors are expected to conform to the policies and guidelines contained herein.

B. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

Section 3 of the Housing and Urban Development Act of 1968 recognizes that the normal expenditure of HUD funds typically results in new jobs, contracts, and other economic opportunities. When these opportunities are created, businesses owned by or who employ low and very low income persons residing in the community in which the funds are spent (regardless of race and gender) receive priority consideration.

Section 3 requires that preference be given to contractors owned by or employing a minimum percentage of low-income workers. Use the link below for explanation and instructions:

<http://portal.hud.gov/hudportal/documents/huddoc?id=sec3bizinstructions.pdf>

Because this is a self-certification process, HUD requires cities to confirm eligibility before entering into contracts awarded based on a Section 3 preference. Attached is a simple form of Certification that you can use either as part of the bid process or prior to entering into the construction contract.

Section 3 contractors must annually complete the Section 3 Summary Report, which is attached. Submit the report OHUI by November 5th for all work performed through October 30th of each year.

C. CERTIFIED RENOVATOR REQUIREMENT

The EPA requires any residential Contractor that disturbs more the 6 square feet or more of any interior painted surface or 20 square feet or more of any exterior painted surface to become a "Certified Renovator." To become certified, a training course certified by the EPA must be completed by the Contractor.

D. APPLICATION PROCESS

To be selected as an eligible OHUI Contractor, an application which includes licensure, certifications, references, credit check authorizations and other related documents must be submitted. Contractors that are determined by OHUI to be generally qualified to participate must also apply to and be accepted as a member of the 2-10 Home Buyers Warranty company.

OHUI Contractors must also arrange with the City's Building Department to be trained in the use of E-Plan. Use of E-Plan is required for all OHUI projects.

Contractors that have been debarred or suspended from working on federally funded programs, or are the subject of unresolved complaints filed with the Florida Department of Business and Professional Regulation, are not eligible to participate. Contractors will also be expected to comply with all applicable City, County, State and Federal laws as they may apply to the project.

The following pages explain how to participate.

OHUI contractors must familiarize themselves and conform to the requirements contained in this handbook, as well as any further requirements associated with individual jobs.

Questions should be directed to Miriam Carrillo, OHUI Director at miriam.carrillo@copbfl.com or OHUI@copbfl.com.

II. Bid Process

A. INVITATION TO BID

The Contractor will be sent an Invitation to Bid through e-mail via Neighborly Software for any upcoming projects. The bid documents will include the bid number, Owner/Developer name, property location, Scope of Work, date and time of the scheduled mandatory bid Walk-Through, bid response deadline and bid opening date. All Contractors who wish to bid must attend the pre-bid Walk-Through and sign in. Contractor participation is mandatory in order to be eligible to bid and remain on the Active Contractor List. After three (3) non-responsive bids, firms will be removed from the Active Contractor List for one year. A written response noted as "no bid" submitted by the bid opening date will be considered a response. Failure to submit a no-bid response will be counted against the contractor as a non-responsive bid.

B. MANDATORY WALK-THROUGH

The purpose of the mandatory Contractor walk-through is to view the property, ask questions

and discuss project details with the homeowner(s) and Housing Inspector relating to the scope of work in the bid documents. Changes, additions, deletions, and refinement of work details or the scope may be made during this walk-through. This is the first opportunity for the contractor to view the property.

The walk-through will start promptly at the time specified. Contractors who arrive late will not be eligible to bid. Contractors may not begin to inspect the home or construction site before the Housing Inspector arrives and the walk-through officially starts. Contractors are required to sign in the official attendance sheet. Contractors who do not sign the official attendance sheet will not be eligible for bid selection on that project.

Changes to bid specifications will be reviewed at the end of the walk-through to ensure that all contractors are aware of any changes discussed during the walk-through. If changes are made to the original bid specification, contractors will receive revised bid documents via email prior to the bid opening date. Contractors must use the bid work write-up form provided in the bid documents to submit the bid. Once the work is awarded, no changes may be made to the work write-up except in the event of unforeseen circumstances as determined by OHUI, or unless a change in the scope of work is required by the City's building department. Failure to bid according to the final bid specifications may be just cause for disqualification of the Contractor's bid.

C. BID PROPOSAL

The Housing Inspector shall list on the bid sheet, in detail, all specifications of materials to be used and the scope of work to be performed. Specifications are required, but not limited to: plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, garage doors, garage openers, insulation, ceramic tile, cabinets, counter tops, appliances, mirrors, etc. This will ensure that Contractors are bidding based on the use of similar or like materials and scope of work. In cases where a homeowner is involved, it also eliminates any misconceptions between the parties as to what they should /should-not expect from the contract.

In the proposal, the contractor agrees that he/she has prepared the contract proposal and that the contents are consistent and accurate as to the name of the Contractor, scope of work, and the price of the contract. The Contractor also acknowledges the performance requirement established in the work write-up and any eventual contract, and warrants that all work undertaken will conform to said specifications.

D. BID SUBMITTAL

The Contractor's bid must be submitted online via Neighborly Software. The Contractor shall provide line item prices for each item specified on the work write-up; profit and overhead should be added at the end.

All prices on the work write up must be submitted in Neighborly. Electronic signatures in Neighborly are required. If a mistake is made on the bid, the change must be corrected in Neighborly by the proposer prior to submitting the bid. It is the Contractor's responsibility to remain informed regarding permit fees, material costs and other requirements that might increase the cost of your work. Once a bid is submitted, the Contractor is bound to the price

that is stated on the submitted proposal.

For model or materials not specified, prices should match existing quality and style. If a specific model is specified, the Contractor will be expected to install that model or product number. A contractor cannot deviate from the product specified without written authorization from the City of Pompano Beach. All questions related to job specifications must be cleared prior to submission of bid by contacting the OHUI Housing Inspector.

All bids must be submitted online via Neighborly on or before the scheduled bid date and specified time.

Late bid responses will not be accepted.

Respond to every solicitation even if it is a "No Bid" response. This tells the City that you do not care to bid at this time but would like to continue receiving solicitations. Failure to respond may result in your name being removed from the OHUI Bid List.

To be responsive, a Bidder must complete all applicable portions of the Bid as instructed. Omission of signature or any crucial part will result in automatic Bid disqualification. In addition, all bids must meet the minimum acceptable quality level as stated in the specifications. Failure to meet the specifications will also result in disqualification of the Bid; however, additional money will not be spent to obtain a quality level in excess of that specified.

Addenda to Bid. The City reserves the right to amend any Bid before the Bid opening date. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, before the Bid opening date. This will allow for review and subsequent clarification on the part of the City.

An authorized member of your firm must sign all solicitation forms.

Bid Rejection. Whenever it is in the City's best interest, the City reserves the right to reject any and all Bids.

The Local Government Prompt Payment Act (Chapter 218 of Florida Statutes) provides that the City may set forth the requirements for an invoice to be a proper invoice. The requirements of a proper invoice shall be set forth in the agreement or contract governing the purchase, however, in addition, no invoice submitted by a vendor shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the City in accordance with the purchase order.

E. CONTRACT AWARD

The City of Pompano Beach will review the bids to ensure that all mandatory work is included; that it conforms to program specifications and that the cost is reasonable for the project. In cases where homeowners are involved, the homeowner may also participate in the selection process. Estimates that are unresponsive, unreasonable, and inaccurate,

contain incorrect totals, are unsigned, or submitted in pencil may be rejected at the option of the owner and the City of Pompano Beach.

The following criteria will be used to determine the winning bid:

1. Contractor is an approved eligible contractor on the Active Contractor List, and all requirements (including active license and insurance) are up to date.
2. The bid is the lowest responsive bid.
3. Bid amount does not exceed 10% above or 10% below the estimated bid price as determined by the Department staff. Bids that exceed this limit are rejected.
4. New Contractors will only be awarded one project until they have completed a project that is in compliance with all project requirements, includes no change orders or delays, and is satisfactory to the Owner and Department staff.
5. Once a Contractor has completed one-(1) project in a manner satisfactory to the Department, the Contractor will be awarded a maximum of three projects at any given time. No Contractor may have more than three projects at one time unless approved by the Department Director.
6. Contractors that are delayed in three or more successive jobs will not be awarded additional contracts.
7. The Department retains the right to limit the number of jobs awarded to any Contractor due to poor performance, delays, excessive change orders, or disputes with the Owner and/or unsatisfactory performance.

a. Subcontractors

If the Contractor employs subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law. Subcontractors hired shall be subject to the same requirements that apply to the Contractor awarded the work. The Contractor shall ensure that all applicable provisions are included in their contracts with the respective subcontractors. The Contractor shall not hire the Owner or any family member of the Owner to perform work on the property to be paid under this Contract.

Contractors are not authorized to begin construction until they receive a Notice to Proceed from OHUI and the required permits are issued by the Pompano Beach Building Department. Application for building permits must be made within ten days of the date of the Notice to Proceed.

Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of OHUI. Contractors who experience delays on two-(2) successive projects will be removed from the bidder's list, unless the delays are caused by factors beyond the Contractor's

control, as determined solely by OHUI. Delays may be grounds for termination of individual contracts as specified in them.

F. HOUSING PROGRAM CONTRACTS

Except as set forth in paragraph G below all projects are awarded in accordance with the previously described bid process.

G. EMERGENCY CONTRACTS

Emergency Contracts are awarded to complete work on a project previously awarded housing contract that has not been completed as required by the original contractor, or for emergency repair to correct a life-threatening situation in a home, or as otherwise determined necessary by the OHUI Director. In the event that a previously awarded contract is not completed by the original contractor, the project completion will be offered to the next successful bidder, assuming there have been no changes in project requirements. When deemed an emergency to correct a life-threatening situation, a contract may be awarded without going through the formal bid process.

The following criteria will be used in selecting the Contractor for an emergency contract:

1. Remains in good standing;
2. Demonstrated ability to perform the work;
3. Availability to respond quickly;
4. Alphabetical rotation if more than one Contractor meets the above criteria;
5. Submission of a fixed price contract for work to be completed; and
6. Ability to complete the work within the specified time

H. MULTI-FAMILY RENTAL REHABILITATION

Multi-family rental projects will only be awarded to Contractors who have demonstrated capacity and skills in the rehabilitation of multi-family rental projects. Contractors shall have responsibly and successfully completed projects similar in scope and size and have demonstrated above average performance as follows:

1. Staff and financial organizational capacity
2. Projects are completed in a timely fashion
3. All projects pass inspections
4. Contractor addresses warranty items with 3 days of notification and emergencies within 24 hours
5. Positive Owner evaluations
6. Positive staff evaluations

I. RECONSTRUCTION CONTRACT

Reconstruction projects require demolition of the existing structure and the development of a new home on the existing site. The Contractor bid must include all soft and hard costs required until the issue of a Certificate of Occupancy. Costs include but are not limited to site reports, surveys, architectural drawings, temporary utilities, grading and filling, and all related construction and development costs. Contractors allowed to bid on reconstruction projects must have developed at least one project demonstrating experience in single-family development. All work must be completed within the time frame specified in the bid. The Contractor must work with a licensed and insured architectural firm to complete the project.

III. PAYMENT AND CONTRACT PERFORMANCE

1. DRAW SCHEDULE

Rehabilitation projects will consist of a maximum of five draw payments against the total sum of the contract price. Payments will be based on an inspection of the work completed in the work write-up. The Contractor shall submit a payment invoice to the Department Staff, on the form provided by Staff, for the portion of the work completed. For each draw request, the work for which the Contractor is requesting payment must have passed all inspections required by the Building Department. Each draw will require a Release of Lien from both the Contractor and subcontractor for the amount of work being paid. The Contractor must pay all suppliers and subcontractors for the work under the specific draw. The final draw will be withheld until all the punch list items have been completed.

For projects of \$15,000 or less, the Contractor will receive payment in one lump sum at project completion, rather than in multiple draw payments.

The draw schedule will be as follows for contracts from \$15,001-\$40,000:

First Draw:	35%
Second Draw:	35%
Final Draw:	30%

The draw schedule for rehabilitation projects for existing homes will be as follows for contracts of \$40,001 or more:

First Draw:	25%
Second Draw:	25%
Third Draw:	25%
Final Draw:	25%

The draw schedule for Demolition/Reconstruction activities shall be as follows for contracts of \$40,001 or more:

First Draw:	20%
Second Draw:	20%
Third Draw:	20%
Fourth Draw:	20%
Fifth Draw:	20%

2. CONTRACTOR PAYMENTS

Payments to the Contractor will be made by OHUI whether the property is owned by the City or on behalf of the resident homeowner, as applicable, in accordance with the Draw Schedule outlined above. The Contractor is required to complete and submit the Contractor Payment Request Form to the Housing Inspector. In the case of resident homeowners, the Contractor will obtain the owner's dated signature on the Payment Request before submitting it.

Lien Waivers will be signed by the Contractor before the final draw is released. All required City of Pompano Beach inspections must be made before a draw is released. This includes, but is not limited to, required Building Department inspections as well as an inspection by the Housing Inspector.

The Final Draw will be held until the following items have been completed:

- All required inspections have been completed and passed by the Building Department.
- A Final Inspection or C/O has been issued by the Building Department.
- A Final Inspection has been completed by the Housing Inspector.
- A Final Release of Lien has been signed by the Contractor.
- All warranty information has been provided to the Homeowner or City.
- The construction site is clean.
- All Final Releases of Lien have been received from subcontractors.

All documentation for payment must be completed and submitted to OHUI no later than Thursday of the week prior to the week for which payment is sought.

A. PAYMENT REDUCTION

In accordance with its project contracts, OHUI reserves the right to decline payment or reduce the amount of a draw to such an amount as is necessary to protect the Owner from loss or to recover the cost incurred to correct or complete the specified work for reasons including, but not limited to:

1. Defective work not corrected,
2. Third-party claims filed or with reasonable evidence indicating probable filing of such claims,
3. Failure of the Contractor to make proper payments to sub-Contractors, laborers or material suppliers, and

4. The amount of work completed is not enough to constitute a draw.

B. CHANGE ORDERS

The Contractor agrees that no alteration of materials or labor described in the original work order shall take place unless in writing and mutually agreed upon by the Homeowner, Contractor and Housing Inspector. All changes must be submitted on the Change Order Form provided within this Manual, signed and dated by the Homeowner (if applicable), Contractor, /Housing Inspector and authorized by the Department Director. Any such changes are subject to the terms of the contract. Contractors must provide before and after pictures of the work associated with change order requests. Change orders must be submitted and approved by OHUI prior to the final draw request and will only be considered in the case of circumstances unforeseen at the time of the walk-through or for additional work required by the City Building Department Change orders require at least one week to process. The City reserves the right to deny any change order request.

C. SUSPENSIONS AND DISQUALIFICATIONS:

Contractors may be suspended or disqualified for any of the following reasons:

1. Self-imposed: A Contractor may disqualify him/herself before contract signing for conflicting work contracts or personal hardship.
2. Lack of Participation: A Contractor that does not participate or respond to an invitation to bid within a twelve-month cycle will be placed on Inactive Status and will no longer be sent bid information. Inactive contractors must reapply and be accepted in order to begin receiving bids again.
3. Insurance Violations: If at any time a Contractor fails to have required insurance, he/she will be automatically suspended until proof of insurance is provided. The Contractor must have insurance at all times. Changes in coverage must be reported in writing to s OHUI and the Building Department within five (5) working days of such said change, including renewals.
4. Business License Violations: Any Contractor who has a license suspended, revoked, rejected or inactivated will be automatically disqualified. All license renewals must be current and a copy provided to the Department.
5. Failure to Honor Warranties: Any Contractor who fails to honor a warranty from a previous contract will be barred from future bidding for one year and must reimburse the City of Pompano Beach for the cost of any work performed by another to correct the warranty work.
6. Default: If a Contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in OHUI programs.
7. Willful Misconduct: Willful misconduct by Contractor, employees, or sub-Contractors while engaged in a project will not be tolerated. The Contractor may be disqualified from the program for behavior such as, but not limited to, theft, lewd or lascivious acts, foul language, public intoxication, and illegal drug use, willful destruction of owner's property or abusive behavior towards property owner or staff.
8. Contractor Negligence: Failure to adhere to building codes, construction industry standards, contract specifications, and material requirements.
9. Payment Delinquency: Failure to pay sub-Contractors or material suppliers.

10. Kickbacks/Price Fixing: Accepting kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates.
11. Brokering of work: Brokering work to another licensed or unlicensed Contractor. Anyone caught brokering work, or receiving a brokered contract will be immediately suspended and possibly be disqualified indefinitely from participating in any work program through City of Pompano Beach.
12. Delays: Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the Department. Contractors who experience delays on three (3) successive projects will be removed from the Active Contractor List for one year, unless the delays were caused by factors beyond the Contractor's control and the Contractor obtained extensions of time as needed through Change Orders.

D. LIEN WAIVERS

The Contractor shall protect, defend, and indemnify the City of Pompano Beach and the Homeowner (if applicable) from all claims of unpaid work, labor or materials. The Contractor must sign a Release of Lien prior to receiving any payments. This will be required of the Contractor at every draw request; no exceptions will be made. It is the Contractor's responsibility to obtain Release of Liens from its sub-Contractors, material suppliers, and any other affiliates associated with said project.

E. INSPECTIONS

OHUI reserves the right to inspect all work performed by the Contractor. A scheduled inspection is required prior to receiving a draw. The Housing Inspector will schedule an inspection after receiving and reviewing the request for payment. No payment will be processed without completing a successful inspection with the Housing Inspector.

IV. Project Responsibilities

A. OHUI RESPONSIBILITY

OHUI is responsible for the day-to-day administration of the programs and qualifies the applicant, conducts or arranges for pre-bid inspections, prepares the work write-up and Scope of Work, prepares and sends out bid packages, schedules pre-bid meetings, awards bids, conducts or arranges for inspections during and after rehabilitation work, and makes payments on behalf of the Property Owner. OHUI is responsible for overseeing the work of any Sub recipients, sponsors or contractors hired under a contract with a third-party firm or under an interdepartmental agreement.

B. CONSTRUCTION AGREEMENT

The Agreement for construction services is between the Contractor and the Homeowner for Rehabilitation and Emergency Repair Projects. It is between the contractor and the City for work performed on homes owned by the City. Construction Agreement time deadlines are based on a six (6) day work week (Monday – Saturday).

C. CONTRACT SIGNATURES

Only the property owners, the Contractor's License holder, or the Financially Responsible Officer

(FRO) of the Contractor or corporate officer duly authorized by resolution may sign contract documents.

D. ACCESS TO PROPERTY

All parties involved in the construction process shall have access to said property during normal business hours. If the home is owner occupied during construction, a time of operation will be established between the Homeowner and the Contractor.

E. UTILITIES

When existing utilities are available, the Homeowner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted in the bid specification. It is the Contractor's responsibility to locate and mark all utilities prior to the start of construction. When existing utilities are not available, it is the Contractor's responsibility to establish and pay for utilities.

F. EQUIPMENT STORAGE

Contractors and sub-contractors are solely responsible for the security of their equipment, tools and materials on the construction site. The Homeowner, City of Pompano Beach, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. The Contractor shall not store equipment and materials on said property that is not used for the work described in the contract.

G. PERSONAL PROPERTY

When applicable, personal property belonging to the Homeowner that remains on the construction site shall be protected and preserved throughout the duration of the project. The Contractor shall hold harmless the Homeowner and City/County for any damages created by the Contractor or his/her/its affiliates during construction.

H. PROPERTY DAMAGE

The Contractor will be held liable for all property damage caused by his/her employees, equipment, tools, sub-Contractors, material suppliers, or any other affiliates contacted by the Contractor to do business on the construction site. The Contractor shall make every effort available to avoid damage to the Homeowner's property at all times. Any damage sustained to the property or its contents must be reported immediately to the Homeowner and the Office of Housing and Urban Improvement.

I. PERMITS AND IMPACT FEES

The Contractor will secure, at his/her own expense, all necessary permits, impact fees, notice of commencement, etc., required to perform the work as described in the contract. No work shall commence without the required permits and Contractor must ensure that his/her/its subcontractors do the same.

J. WARRANTIES

The Contractor agrees to honor all warranties and requirements of the **2-10 Home Buyers Warranty Program**. Bids must include warranty costs.

For New Home enrollments being placed in the 2-10 Home Buyers warranty program the warranty fee is \$1.50 per thousand for the one year workmanship, two year systems and ten year structural coverage.

In order to enroll a home the Builder application for Home Enrollment (HBW302) form must be completed and returned along with the final warranty fee within 15 days of closing. Signatures will be required on this document by both the Builder and homeowner to complete the enrollment process.

For homes that are renovated and not “new” construction, the Builder/ Contractor should enroll those homes in the **2-10 Home Buyers Warranty Remodeler’s Choice program**. The warranty fee is a flat rate of \$200.00 for the one year workmanship and two year systems coverage only and \$300.00 for the one year workmanship, two year systems and ten year structural coverage. For home remodeling jobs over \$100,000, the warranty fee is a flat rate of \$2.00 per thousand for the one year workmanship and two year systems coverage only and \$3.00 per thousand for the one year workmanship, two year systems and ten year structural coverage.

A Builder/Contractor Application for Home Enrollment (HBW 802) form must be completed and submitted with a scope of work document and the final warranty fee within 15 days of completing the remodeling work for each home improvement enrolled. Please make sure that the HBW 802 is signed by the Builder/Contractor and the owner. In the case of warranties on homes owned by the City, the contractor will list the City as the owner.

K. DISPUTES

All unsettled claims or disputes between the Homeowners and the Contractor arising out of or related to the work shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement, and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party may be entitled to recover all costs, including reasonable attorney’s fees.

L. ROOM COMPLETION

If applicable, once the Contractor completes areas during rehabilitation, the Homeowner may use that area for their personal use. If any damages occur to a completed area occupied by the Homeowner during rehabilitation, the Homeowner will be held liable for such damages.

V. Contractor Quality Standards

A. INSURANCE

The Contractor agrees to carry adequate insurance coverage for liability and workers compensation as required by state law and the Building Department as well as adequate auto insurance. Any changes in insurance coverage, including renewals must be provided in writing within five working days to City of Pompano Beach Office of Housing and Urban Improvement and Building Department. It is understood that any sub-Contractors hired or working with the

Contractor must have adequate insurance coverage for liability and workers compensation. The Contractor must provide a Certificate of Insurance to City of Pompano Beach Office of Housing and Urban Improvement with the City of Pompano Beach listed as additional insured.

B. COORDINATION OF WORK

The Contractor is responsible for the coordination of all work described in the contract. He/she agrees to schedule all work in the proper order for the operation of all trades, material, and workers engaged in the contract. It is agreed that no exterior work, such as re-roofing, will be performed during adverse weather conditions that would cause damage to the Homeowner's property.

C. CODES

The Contractor will comply with all building and code regulations and ordinances required by the Building Department. The Contractor will not be held responsible for pre-existing violations of code or building laws except. Where corrections of such violations are required within the scope of the contract, however, the work must meet applicable building and code regulations and ordinances. It is the Contractor's responsibility to stay informed of all changes to the building code and City of Pompano Beach ordinances.

D. LICENSES

Contractors must possess a valid *State General Contractor's License* or *County Certificate of Competency* and Qualified Business License or Business Tax Receipt. In addition, contractors must have general liability and workers compensation and/or exemption. A current copy of the Contractor's license must be on file with the City of Pompano Beach Office of Housing and Urban Improvement and the Building Department. Any changes, including renewals, must be submitted within five (5) working days of such said change. Any violations or discipline against the Contractor must be reported in writing to the City of Pompano Beach Office of Housing and Urban Improvement within five (5) working days. In addition to these license requirements, contractors should have a valid driver's license.

E. MATERIAL QUALITY

The Contractor must furnish all materials necessary to complete the contract. All materials used and installed must be new and of quality specified in the work write up. Any materials used other than what is in the work write up must be approved by the Rehabilitation Specialist in writing before installation. All materials used by the Contractor are subject to inspection.

F. LABOR QUALITY

All labor furnished by the Contractor or sub-Contractor must be executed by a skilled, trained professional. Tradesmen, when required by county or state law, shall be licensed. All work performed by the Contractor and his/her associates will be inspected by the Rehabilitation Specialist and is expected to conform to the contract, building codes and professional work ethics.

G. SAFETY

The Contractor agrees to keep the construction site a safe working environment at all times. All trash and debris will be picked up during the course of work, as well as tools and equipment when applicable, to insure safety for the workers and Homeowner, if applicable. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a secure location, to prevent accidents.

H. CLEAN-UP

The Contractor agrees to keep the construction site cleared of trash and construction debris by cleaning the site on a daily basis. Contractor will provide a dumpster or other approved receptacle at his cost.

I. COMPLETION DEADLINE

The Contractor is required to complete all work within the time allowed as described in the contract agreement. Extensions may be granted to the Contractor for circumstances beyond his/her control such as weather delays, natural or national emergencies, personal hardships, etc. If the work is not completed on time, the Contractor will be removed from the Approved Contractors List and disqualified from future bidding. **A penalty of \$50.00 per day** will be assessed in the event of any such delays. Such penalty shall be an addition to and not in lieu of any other damages resulting from the delays. The City of Pompano Beach Office of Housing and Urban Improvement will determine any discipline against the Contractor on a case by case basis. Contractors that experience delays due to inclement weather, natural disasters or factors outside their control must request an extension of time in writing that must be approved by the homeowner, if applicable, and the OHUI Director.

J. HOLD HARMLESS

The Contractor shall agree to defend, indemnify, and hold harmless the Owner and City of Pompano Beach Office of Housing and Urban Improvement from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, theft, or loss and expenses arising from the Contractor's performance under this agreement to install or construct home improvements that are to be paid for out of the proceeds of the Owner's rehabilitation/construction loan. The Contractor is acting in the capacity of an independent Contractor with respect to the Homeowner.

K. REGULATIONS

Contractors must comply with all state and local statutes, regulations, ordinances and policies for all projects. Federally funded projects require compliance with the Davis-Bacon Act and all other applicable laws and regulations. Contractors, who have been disbarred from working in federally funded projects, cannot participate in this program.

Any changes or deviations in the specifications by the Contractor must be submitted in writing and approved by the City of Pompano Beach, Office of Housing and Urban Improvement, before such changes are made. If you have any questions, please call (954) 786-4659.

The City of Pompano Beach Office of Housing and Urban Improvement reserves the right to amend the Contractors Handbook at any time. Revisions will be provided to all Contractors on the Approved Bidders List.



Approved by: OHUI Director

6/29/2021
Date

Exhibit – A

Home-owner Evaluation of Contractor Form

HOMEOWNER EVALUATION OF CONTRACTOR FORM

Case Number:		Date:		
Client(s) Name:		Property Address:		
Contractor Name:				
Rate the Contractor on the Following Statements:		Please check the box that applies		
		GOOD	FAIR	POOR
Contractor's conduct was in a professional manner				
Contractor was considerate & careful of personal property				
Contractor was considerate of neighbors				
Contractor was willing to answer my questions, and returned my phone calls in a timely manner				
Did the Contractor start the job promptly?				
Contractor provided good quality & craftsmanship				
Did the Contractor leave the job site clean?				
Subcontractors were neat, professional & Considerate				
Subcontractors provided acceptable quality work				
Would you recommend this contractor?		YES	NO	
Additional Comments if any:				

OWNER'S SIGNATURE

DATE

Exhibit – B

Housing Programs Contractor Evaluation Form



City of Pompano Beach
 Office of Housing and Urban Improvement
 Housing Programs – Contractor Evaluation Form

Bid No:	Date:
Client Name:	Property Address:

PLEASE CHECK ONE OF THE FOLLOWING BELOW:

RATING =	1 – Very Dissatisfied	2 – Somewhat Dissatisfied	3 - Satisfied	4 – Somewhat Satisfied	5 – Very Satisfied
Contractor’s Presence and Accessibility during job					
Conduct of Sub-contractors					
Quality of Finished Work					
Job Completion on Time					
Craftsmanship of Work					
Cleanliness of Site					
Contractors Start Time					
Document Completed properly					
Contractor’s Professionalism					
Respect for Homeowners property					
Were there excessive punch list items					
TOTAL RATING					

Three Very Dissatisfied Scores within a six month period = 90-day suspension from Bidders List.
 One Very Dissatisfied Score = suspension for 60-days from Bidders List.

Contractor _____
Date

Construction Manager _____
Date

Housing Coordinator _____
Date

The Contractor signing this form does not necessarily agree with the evaluation. However, the City has all rights to use this form to base future contract awards.