



Contractor Handbook 2025

Office of Housing and Urban Improvement

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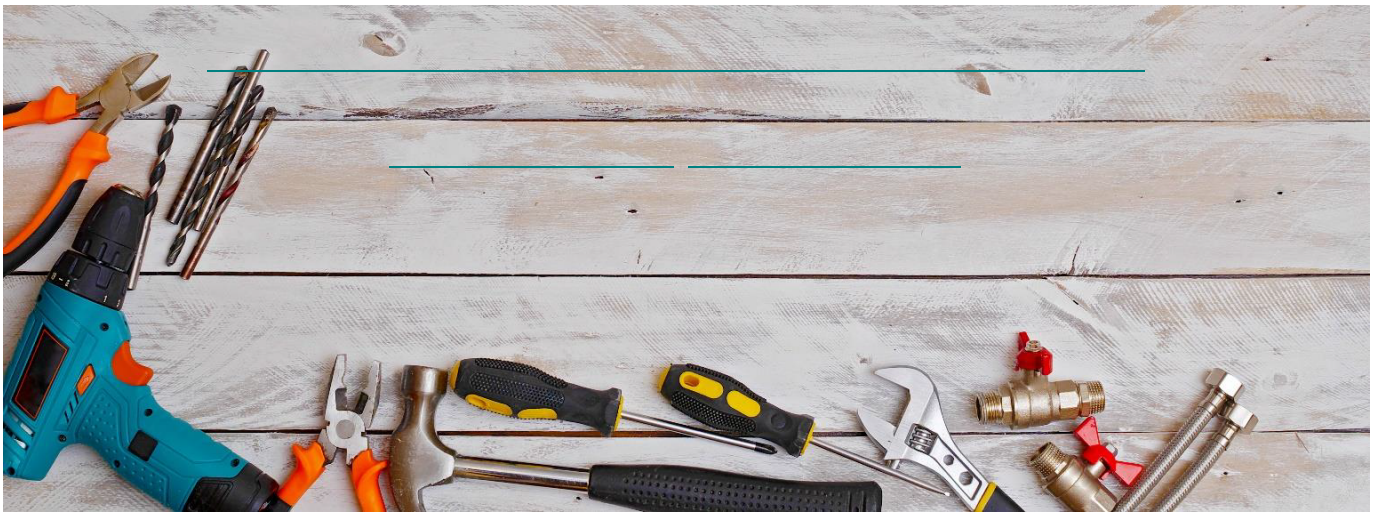
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I. Office Contact Information

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II. 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.

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 to repair and rehabilitate the existing housing stock. Grants 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 \$60,000 in order to create a decent, safe and sanitary habitation and/or correcting existing code or building violations.

Single Family Replacement Program

Through various federal and state funding sources, the City administers a demolition and replacement home program for eligible homeowners with a maximum award of \$300,000 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 may be demolished and rebuilt to meet the Building Code.

Emergency Repair Program

Through various federal and state funding sources, the City offers eligible households emergency assistance of up to \$15,000 for improvements to properties whose current condition presents an imminent threat to the 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 the First-Time Homebuyer Program.

Active Contractor's List

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.

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 Housing 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.

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 businesses owned by or employing a minimum percentage of low-income workers. Use the link below for information on Section 3:

<https://www.hud.gov/section3>

To register as a Section 3 business with the US Department of Housing and Urban Development go to the Section 3 Opportunity portal at the following link: https://secure.login.gov/sign_up/enter_email

Because this is a self-certification process, HUD requires cities to confirm eligibility before entering into contracts awarded based on a Section 3 preference. Contractors claiming section 3 preference must register through the HUD portal.

Section 3 contractors must annually complete the Section 3 Summary Report by November 5th for all work performed through October 30th of each year.

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. The following link provides information on training programs through EPA.

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.

. Use of E-Plan is required for all OHUI projects. Click on this link to apply for a building permit: <https://www.pompanobeachfl.gov/government/building-inspections/apply-for-a-new-permit>

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 City will verify your entity status through <https://sam.gov>.

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

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

III. Bid Process

INVITATION TO BID

Approved active Contractors 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.

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 Construction Manager 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 Construction Manager 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 to bid 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 submit the bid through Neighborly. 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.

BID PROPOSAL

The Construction Manager shall list on the Scope of Work, in detail, all specifications of materials and labor to be used and the work to be performed. This will ensure that Contractors are bidding based on the use of similar or like materials. In cases where a homeowner is involved, it is intended to eliminate 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.

BID SUBMITTAL

The Contractor's bid must be submitted online. The Contractor shall provide line item prices for each item specified on the work write-up including profit and overhead.

All prices on the work write up must be submitted in Neighborly Software. 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 or equal. 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 the bid by contacting the OHUI Construction Manager.

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

Late bid responses are not allowed by Neighborly Software.

Respond to every solicitation even if it is a "No Bid" response. This tells the City that you will not bid on this project but would like to continue receiving solicitations. Failure to respond may result in your name being removed from the OHUI Bidders 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 Bidder; 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 Office of Housing and Urban Improvement 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.

Payment. 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, and is delivered to the City in accordance with the purchase order.

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. Estimates that are unresponsive, unreasonable, and inaccurate, contain incorrect totals may be rejected at the option of the owner and the City of Pompano Beach. Contractors whose license and insurance are not current will not be awarded a bid.

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 should not exceed 10% above or 10% below the estimated in house estimate as determined by the Department staff. The City retains the right to reject bids that exceed this estimate.
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.

SUBCONTRACTOR

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 may 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.

CLOSING/CONTRACT SIGNING

The City of Pompano Beach OHUI will schedule the Closing meeting and will determine the time and location. The City will notify the Owner and Contractor of the date and time of the Closing.

At the Closing, the City will review the terms of the contract between the Contractor and Owner; the mortgage and note for rehabilitation assistance; the scope of work and any other documents to be executed by the City, Owner, and/or Contractor. The Contractor shall provide a list of all subcontractors that are scheduled to perform work on the job in the form provided by the City. The meeting should address important items such as storage and protection of the owner's personal items, who pays for utilities, the prohibition against the contract performing work outside the scope of work authorized, the process for change orders, and clarification of whom the owner and contractor should contact in the event of a dispute.

This meeting may take from 1 to 2 hours depending on the detail of the work to be performed. Contractors are encouraged to bring samples of paint colors, Formica, tiles, fixtures, roof shingles and other materials to the closing for selection by the Owner. This is also the Contractor's opportunity to ask clarifying questions related to the project, provide contact information to the owner, and discuss working hours and the order of the work to be performed.

The Contractor will be provided with a Notice to Proceed at the Closing. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

HOUSING PROGRAMS

EMERGENCY REPAIR

The Emergency Repair Program 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 an 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 may 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 repair 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.

RESIDENTIAL REHABILITATION

All Repairs or improvements, which are needed for decent, safe and sanitary habitation, correction of code or building violations are eligible. The home must need rehabilitation and the property must be eligible.

Single-family owner-occupied properties (including town homes or condominiums) located in the City of Pompano Beach are considered eligible for assistance. The contractor will receive an invitation to bid through Neighborly software for rehabilitation projects. The program Director will make the final determination of contract award.

The following criteria will be used in selecting the Contractor for a rehabilitation 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

6. Ability to complete the work within the specified time
7. No current project delays or extensions
8. No pending complaints or outstanding project issues
9. Positive performance evaluations

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 following criteria will be used in selecting the Contractor for a rehabilitation 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
6. Ability to complete the work within the specified time
7. No current project delays or extensions
8. No pending complaints or outstanding project issues
9. Positive performance evaluations

IV. Payment and Contract Performance

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-\$60,000:

First Draw:	30%
Second Draw:	30%
Final Draw:	40%

The draw schedule for Replacement Housing shall be as follows:

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

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 Construction Manager. 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 Construction Manager.

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 Construction Manager.
- A Final Release of Lien has been signed by the Contractor.
- All warranty information has been provided to the Homeowner and 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.

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:

- Defective work not corrected,
- Third-party claims filed or with reasonable evidence indicating probable filing of such claims,
- Failure of the Contractor to make proper payments to sub-Contractors, laborers or material suppliers, and
- The amount of work completed is not enough to constitute a draw.

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 Construction Manager. All changes must be submitted on the Change Order Form provided by the City, signed and dated by the Homeowner (if applicable), Contractor, Construction Manager and authorized by the Department Director. Any such changes are subject to the terms of the contract. Any work performed by the Contractor outside the Scope of Work not approved by a written Change Order will not be paid. Change orders must conform to the standards and specifications of the program.

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.

Requests for extensions of time will be approved only for circumstances beyond the Contractor's control that can be documented. Contractors will be assessed a penalty of \$50.00 for each day they are delayed beyond the Contractor deadline unless approved through a written Change Order. Any changes made will be bound by the executed contract, incorporated into the project and subject to all program requirements, policies and procedures.

SUSPENSIONS AND DISQUALIFICATIONS:

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

Self-imposed: A Contractor may disqualify him/herself before contract signing for conflicting work contracts or personal hardship.

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.

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.

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.

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.

Default: If a Contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in OHUI programs.

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.

Contractor Negligence: Failure to adhere to building codes, construction industry standards, contract specifications, and material requirements.

Payment Delinquency: Failure to pay sub-Contractors or material suppliers.

Kickbacks/Price Fixing: Accepting kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates.

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.

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 may 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.

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.

INSPECTIONS

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

V. Project Responsibilities

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.

CONSTRUCTION AGREEMENT

The Agreement for construction services is between the Contractor and the Homeowner for Rehabilitation, Reconstruction and Emergency Repair Projects. The Contract is between the contractor and the City for work performed on homes owned by the City. Construction Agreement time deadlines are based on a five (5) day work week (Monday – Friday).

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 may sign contract documents.

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.

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.

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.

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 for any damages created by the Contractor or his/her/its affiliates during construction.

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 contracted 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.

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.

WARRANTIES

The Contractor agrees to warrant all labor and materials used during construction for the period of one year from the date of completion. In addition, the Contractor will provide a 5-year Roofing warranty when applicable. Any and all extended warranties beyond one year shall be provided to the Property Owner at the completion of the contract. If a warranty issue should arise within one year, the Contractor is expected to respond within 72 hours for non-emergencies and within 24 hours for emergencies to resolve the issue. If the Contractor fails to respond to and remedy a warranty issue, they will be disqualified from the program for one year and must reimburse the Department for any work contracted to correct the warranted work. If the Contractor fails to reimburse the Department for work covered under the Contractor's warranty, the Contractor will be permanently removed from the Active Contractor List and will be reported to the Florida Department of Business and Professional Regulation.

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.

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.

VI. Contractor Quality Standards

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 the 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 and the homeowner, listing the homeowner as an additional insured for each job awarded.

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. In the event of a natural disaster, the contractor is responsible for securing the work area to prevent damage to the owner's property.

CODES

The Contractor will comply with all building and code regulations and ordinances required by the Building Department and the Florida Building Code. The Contractor will not be held responsible for pre-existing violations of code or building laws except where correction 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.

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.

MATERIAL QUALITY

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

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 Construction Manager and is expected to conform to the contract, building codes and professional work ethics.

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 shall be removed daily, or locked in a secure location, to prevent accidents.

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/her cost.

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 may 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.

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.

REGULATIONS

Contractors must comply with all state and local statutes, regulations, ordinances and policies for all projects. Federally funded projects may require compliance with the Davis-Bacon Act, Lead Based Paint, 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.

Exhibit A

Homeowner Evaluation of Contractor Form

**City of Pompano OHUI Homeowner
CONTRACTOR EVALUATION FORM**

File No: _____

Owner: _____

Contractor: _____

Property Address: _____

LEGEND

90 to 100	Excellent
51 to 89	Good
21 to 50	Fair
0 to 20	Poor

CATERGORIES	MAX PT VALUE	POOR	FAIR	GOOD	EXCELLENT	GRADE
Responsiveness	10	0-2	3-5	6-8	9-10	
Quality of Work	10	0-2	3-5	6-8	9-10	
Start Time	10	0-2	3-5	6-8	9-10	
Completion Time	10	0-2	3-5	6-8	9-10	
Cleanliness of Site	10	0-2	3-5	6-8	9-10	
Professionalism	10	0-2	3-5	6-8	9-10	
Contract Compliance	10	0-2	3-5	6-8	9-10	
Subcontractor Conduct	10	0-2	3-5	6-8	9-10	
Respect of property	10	0-2	3-5	6-8	9-10	
Recommendation	10	0-2	3-5	6-8	9-10	

Additional Comments:

Total Score _____

TOTAL MAXIMUM POINTS 100:

Determination of suspensions will be based on scores from either the Homeowner or Inspector.

6 Fair or less Scores within a 12-month period = one-year suspension from Active Contractor List

3 Fair or less Scores within a six-month period = 90-day suspension from Active Contractor List

One Poor Score = suspension for 60 days from Active Contractor List.

_____ Date _____

Owner's Signature

_____ Date _____

Inspector

_____ Date _____

Contractor

The City of Pompano Beach OHUI has all rights to use this form to base awards of future contracts.

Note: By signing this form the homeowner authorizes the City of Pompano Beach OHUI staff to input the information provided by the homeowner on this form into Neighborly software.

Exhibit B

Inspector Evaluation of Contractor Form

**City of Pompano OHUI Inspector
CONTRACTOR EVALUATION FORM**

File No: _____

Owner: _____

Contractor: _____

Property Address: _____

LEGEND	
90 to 100	Excellent
51 to 89	Good
21 to 50	Fair
0 to 20	Poor

CATERGORIES	MAX PT VALUE	POOR	FAIR	GOOD	EXCELLENT	GRADE
Responsiveness	10	0-2	3-5	6-8	9-10	
Quality of Work	10	0-2	3-5	6-8	9-10	
Start Time	10	0-2	3-5	6-8	9-10	
Completion Time	10	0-2	3-5	6-8	9-10	
Cleanliness of Site	10	0-2	3-5	6-8	9-10	
Professionalism	10	0-2	3-5	6-8	9-10	
Contract Compliance	10	0-2	3-5	6-8	9-10	
Subcontractor Conduct	10	0-2	3-5	6-8	9-10	
Respect of property	10	0-2	3-5	6-8	9-10	
Recommendation	10	0-2	3-5	6-8	9-10	

Additional Comments:

Total Score _____

TOTAL MAXIMUM POINTS 100:

Determination of suspensions will be based on scores from either the Homeowner or Inspector.

6 Fair or less Scores within a 12-month period = one-year suspension from Active Contractor List

3 Fair or less Scores within a six-month period = 90-day suspension from Active Contractor List

One Poor Score = suspension for 60 days from Active Contractor List

Date _____

Inspector

Date _____

Contractor

The City of Pompano Beach OHUI has all rights to use this form to base awards of future contracts.