



Contractor Handbook

NEIGHBORHOOD IMPROVEMENT

SINGLE FAMILY HOMEOWNER

MULTIFAMILY REHABILITATION

PROGRAMS

Town of Davie
Housing and Community Development Department
Davie, Florida 33314
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I. Introduction

The Town of Davie, Florida (Town), receives Federal and State funds for a variety of programs to provide decent, safe, and affordable housing, a suitable living environment, neighborhood improvements and to expand economic opportunities primarily for persons of very-low, low, and moderate-income.

Construction related housing programs are generally separated into two categories; multifamily and single family. When seeking contractors to perform work for these programs, the Town will publicly issue a Request for Proposals (RFP). Two types of RFP are used; both require documentation that includes licensure, certifications, references and other related material, and involve competitive bidding processes.

The type of RFP usually used for multifamily housing-related projects provides a specific Scope of Work (SOW) as part of the RFP. Any contractor may respond to this open, competitive RFP. The submitted proposals are reviewed and scored, and the winning proposal from a qualified, responsive, and responsible contractor is awarded the construction contract. This type of RFP is a “one time” process; each construction project will have its own RFP issued and results in a contract award.

The second type of RFP, predominantly used for single-family housing-related projects, invites qualified contractors to be part of a contractor bidding pool. Only pool members in good standing are invited to competitively bid on specific projects; in other words, bidding by invitation only. This type RFP is an ongoing process and results in qualified respondents being made members of a contractor bidding pool.

Contractors that have been debarred or suspended from working on federally funded programs are not eligible to participate in any RFP process. Contractors are expected to comply with all applicable Municipal, County, State, and Federal laws as they apply to the project.

All Contractors and organizations bidding upon work available through the competitive bid process must familiarize themselves with the policies, materials standards, and methods of construction contained herein. All work will incorporate these standards and all Contractors are expected to conform to the policies and guidelines contained herein.

Any questions concerning this Handbook or its contents should be referred to Giovanni Moss, Housing & Community Development Director, at 954-797-1226. Thank you for your interest and participation in these homeowner and neighborhood improvement programs.

NOTE: The Town reserves the right to amend this Contractor's Handbook at any time. The Town reserves the right to interpret and have final authority on any discrepancies, conflicts, or contradictions contained within this Contractor's Handbook.

II. Contractor Application

A. Requests for Proposals

An RFP notice is generally published in the Sun-Sentinel Newspaper and a copy of the full RFP placed on the Town's Webpage for any upcoming projects. To be an approved Contractor for any project, the contractor must fill out the RFP in its entirety and submit all forms and documentation requested. The RFP will stipulate the number of copies required and the method for submittal. The RFP must be turned into the Town's Purchasing Department. Typically, a Contractor will be required to meet federal guidelines and show current proof of insurance coverage and licensure. Once the Town's Purchasing Department has received the RFP, it will be forwarded to the Housing & Community Development Department (H&CD) program staff to ensure all information has been correctly submitted, the Contractor meets all programmatic guidelines and regulations, and be accepted as a qualified Contractor for the specific RFP.

B. Requirements

The following requirements must be met and supporting information must be submitted with the Bid documents. The RFP will provide a complete list of documents to be submitted including any additional documents needed:

- Possess a valid State General Contractor's License and Qualified Business License in his/her own name and submit a copy with the application.
- Be registered with the Town Building Department in active status.
- Provide three written references from customers, sub-contractors, or material supply houses.
- Provide a copy of contractor liability insurance.
- Provide a copy of workers compensation insurance or exemption.
- Be free of any substantiated complaints or violations during the prior two years.
- Maintain a consistent record of passed inspections with no lengthy construction delays during the past two years.
- Have pulled permits and built or rehabilitated at least three homes within the last two years.

Contractors who have recently received their license will still be considered.

It is the responsibility of the Contractor to keep all licenses, certifications, and other required items that expire up to date with the Town. Any Contractor with an expired license, certificate, proof of insurance, or other expired document will automatically be suspended from the Pool until an update is submitted. The Town is not responsible for notifying Contractors of information about to expire.

III. Bid Process

A. Invitation to Bid

An Invitation to Bid is generally sent to an approved Pool of Contractors via a Microsoft Office Meeting Request. The Invitation to Bid document attached to the meeting request may include the property or site location, simple description of the scope of work, date, and time of the scheduled Pre-Bid Walkthrough, question and answer period, bid response date, and bid opening date. **All Contractors must respond to the Invitation to Bid/Meeting Request. If a Contractor does not respond to the Invitation to Bid/Meeting request within 24 hours of the Pre-Bid Walkthrough, it will be understood that the contractor is declining to bid on that project and will not attend at the Pre-Bid Walkthrough.**

In the event the Pre-Bid Walkthrough is mandatory, the Contractor must attend and sign-in at the Pre-Bid Walkthrough to be eligible to bid. The invitation, advertisement, or Notice of Bid will contain the requirement of mandatory participation in the Pre-Bid Walkthrough.

B. Pre-Bid Walkthrough

The Pre-Bid Walkthrough is the opportunity for the Contractor to meet with Town staff, ask questions to clarify anything related to the SOW, view the project site, and take measurements on the interior and exterior of the structure for accurate preparation of their bid. Changes, additions, deletions, corrections, and refinement of work details or the scope may be noted during this Pre-Bid Walkthrough; any revisions to the SOW will be formally published before the bid due date. Details specific to the project and any federal requirements such as Davis-Bacon wages, etc. will be discussed with the attending Contractor Pool.

The Pre-Bid Walkthrough will start promptly at the time specified. Any contractors who arrive late may miss important information that may be provided on site by staff. Contractors are required to sign in; Contractors who do not sign the attendance sheet will not be eligible to bid. Please do not arrive early to begin your examination of the project.

Any Contractor accepting the Invitation to Bid who does not attend the Pre-Bid Walkthrough must submit in writing the reason they did not attend. Non-attendance at a Pre-Bid Walkthrough for which a Contractor has accepted the invitation may result in the Contractor's removal from the Pool of Contractors at the discretion of the H&CD Director.

All Contractors attending a Pre-Bid Walkthrough must submit a bid. Any Contractor attending the Pre-Bid Walkthrough who does not submit a bid must submit in writing the reason for not submitting a bid. Non-submittal of a bid after attending the Pre-Bid Walkthrough may result in the Contractor's removal from the Pool of Contractors at the discretion of the H&CD Director.

A Question & Answer (Q&A) period will be announced in the Pre-Bid Invitation. All questions related to the SOW including changes to specifications and materials must be submitted during that period. An answer to all questions posed at the Pre-Bid Walkthrough as well as those submitted during the Q&A Period will be sent to all Contractors attending the Pre-Bid Walkthrough so that all Contractors are preparing their bids based on the same information. Any changes or addendums to the SOW identified during the Pre-Bid Walkthrough and/or the Question & Answer period will be sent to all Contractors attending the Pre-Bid walkthrough along with the answers to questions posed at the end of the Q&A Period. Please use this final SOW document to submit your bid. Once the work is awarded, there will be no changes made to the work write up unless required by the building department. Failure to bid according to the final SOW may be just cause for disqualification of the Contractor's bid at the discretion of the H&CD.

C. Bid Proposal Submittal

For single-family projects, the Contractor's bid/proposal must be submitted on the provided SOW form. The Contractor shall provide line item prices for each item specified on the work write-up; **profit and overhead must be added at the end. DO NOT ADD PROFIT AND OVERHEAD TO THE LINE ITEMS.** All prices must be typed or printed legibly in blue ink (illegible proposals will be disqualified.) Sign the work write-up with blue ink. If you make a mistake on the bid/proposal, please initial the change prior to submitting your bid. It is your responsibility to remain informed about permit fees, material costs, and other requirements that might increase the cost of your work. Once you submit your bid proposal, you are bound to the price that is stated on your bid proposal. The bid proposal will become part of the construction contract.

For Multi-family projects, the Contractor 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 for, but not limited to paving, concrete, landscaping, plumbing, electrical, HVAC, windows, doors, hardware, flooring, painting, 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. It also eliminates any misconceptions between the Town, Homeowner, and the Contractor as to what they will/will not expect from the contract.

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, SOW, and the price of the contract. The Contractor acknowledges the performance requirement established in the SOW and or contract, and warrants that all work undertaken will conform to said specifications.

All bids must be submitted in a sealed envelope. The envelope should have the words **“Sealed Bid”** written on the outside of the envelope. Include on the envelope the company name, property address, client’s name, bid identification number (if applicable) and date & time of the bid opening. Return your completed bid/proposal before the bid opening date and time. All bids will be stamped with the time and date of submittal when they are turned into the H&CD. Late proposals will be returned unopened and will not eligible for award.

For model or materials not specified, prices should reflect replacing and installing new items that match existing in quality and style. If a model is specified you will be expected to install that model or product number. You may not deviate from the product specified without written authorization from the Town. All questions related to job specifications should be cleared prior to submission of bid/proposal by contacting the H&CD staff representative during the Q&A Period (as described above in III. B.) who will provide direction via an email sent to all potential bidders.

A submitted bid is a legally binding offer. Contractors may recall a bid up to 30 minutes before the bid opening time. Any Contractor refusing to honor submitted bid prices/refusing to execute a construction agreement may be removed from the qualified Contractor pool at the discretion of the H&CD Director.

Contractors who attend a Pre-Bid Walkthrough must present a bid, or provide written justification for failure to do so. Failure to submit a bid or justification after attending a Pre-Bid Walkthrough may subject the Contractor to removal from the qualified Contractor Pool at the discretion of the H&CD Director.

D. Contract Award

The Procurement Office and/or the H&CD staff (Staff) representative and/or any other Department or agency involved or designee will review the bids/proposals to ensure that all mandatory work is included, conforms to program specifications and the cost is reasonable for the project. Estimates that are illegible, unresponsive, unreasonable, inaccurate, incorrectly totaled, unsigned, or submitted in pencil may be rejected at the option of the Town.

Contractors are not authorized to begin work until they receive a "Notice to Proceed" which will be provided by H&CD or other Town authority.

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 Town. Contractors who experience delays on three (3) successive projects may not be considered for additional projects at the discretion of the Town, unless the delays are caused by factors beyond the Contractor's control.

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

1. The bid is the lowest responsible bid.
2. Bid amount does not exceed 20% above or 20% below the estimated bid price as determined by assigned Town staff.
3. The bid is mathematically correct.
4. The Contractor with the lowest bid does not already have an outstanding contract.
5. In the event of a tie bid, the award will be given to the first bid submitted according to the time stamped on the bid enveloped when received.
6. Prior performance of the Contractor.

Contractors that provide the lowest bid on several simultaneous projects may only be awarded one project at a time until satisfactorily completing one project. Two or more simultaneous projects may be awarded based on program need as determined by the H&CD and demonstrated company capability on a case-by-case basis. Criteria utilized to determine company capability are outlined below in E. 1-5.

E. Multi-Family and Rental Rehabilitation

These projects will be awarded to those Contractors who have demonstrated company capability to work on two or more projects simultaneously and have demonstrated above average performance as described below:

1. Projects are completed on time

2. Projects consistently pass inspections
3. Warranty service is promptly taken care of within three business days for non-emergencies, within 24 hours for emergencies
4. Positive homeowner evaluation reports
5. Positive Staff and/or other Town staff Contractor Performance Evaluation reports

IV. Payment and Contract Performance

A. Payment Schedule

Rehabilitation Projects will consist of one (1) payment in full at the satisfactory completion of the project, unless otherwise noted. Payments will be based on the amount of work completed as described in the work write-up. The Contractor will schedule an inspection with the H&CD representative assigned to the project twenty-four (24) hours in advance, and will inform the inspector of items he/she wishes to be inspected. Please note that all inspections required by the Building Department must be complete and a sign-off Building Permit must be submitted before payment is authorized. The payment may be held until any punch list has been completed.

B. Contractor Payments

Payments to the Contractor will be made by the Town in accordance with Section A. above. The Contractor is required to complete and submit the **Contractor Payment Request** form along with the Contractor's Invoice on company letterhead to the appropriate Town representative. When submitting for a rehabilitation project, the Contractor will obtain the property owner's dated signature on the Payment Request before submitting it to the appropriate contracting H&CD representative.

Lien Waivers will be signed by the Contractor before a draw or payment is released. This will be required for every draw or payment, without exception. All required Town inspections must be made before a draw or payment is released. This includes, but is not limited to an inspection by the appropriate H&CD representative as well as the appropriate Building Department inspector(s).

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

1. All required inspections have been completed and passed by the Building Department.
2. A Final Inspection or Certificate of Occupancy has been issued by the Building Department for new construction or rehabilitation.
3. A Final Inspection has been completed by H&CD.

4. The Final Punch List has been completed and signed by the Contractor and H&CD representative. For rehabilitation projects, the Homeowner must also sign the Final Invoice.
5. A Final Release of Lien has been signed by the Contractor.
6. All warranty information has been provided to H&CD and Homeowner for a rehabilitation project.
7. The construction site is clean and ready for occupancy.
8. All Final Releases of Lien have been received from subcontractors.

C. Payment Reduction

The Town reserves the right to decline payment or reduce the amount of a draw to such an amount as is necessary to protect the Town and/or homeowner from loss or to recover the cost incurred to correct or complete the specified work because of, but not limited to the following:

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

When the above conditions have been corrected or resolved, payment shall be made to the Contractor.

D. Change Orders

The Contractor agrees that no alteration of materials or labor described in the original SOW shall take place unless in writing and mutually agreed upon by the H&CD's representative and the Contractor. Single-family projects must include agreement in writing by the Homeowner. All changes must be submitted on the **Change Order** form provided within this Manual, signed and dated by the H&CD Program Specialist, Homeowner, and Contractor in a single-family project. Any changes made will be bound by the contract and incorporated into the project subject to the same requirements, policies, and procedures as described above.

E. Suspensions and Disqualifications

Contractors will be suspended or disqualified from participation in the programs for any of the following conditions:

1. **Self imposed**

A Contractor may disqualify him/herself before contract signing for conflicting work contracts or personal hardship or other documented disqualifying reasons. A Contractor may suspend their membership in the Contractor Pool for a period of time by submitting a letter to the H&CD office stating the reason for their desire to suspend their membership. A Contractor who suspends their membership voluntarily must submit a letter to reactivate their membership in the Pool and must ensure all documents in their file are up to date.

2. **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. Any changes in coverage must be reported to the Town's H&CD and Building Department in writing within five (5) working days of such said change, including renewals.

3. **Business & Professional 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 H&CD and, if required, to the Building Department. All Contractors must submit copies of renewed licenses to H&CD within five (5) working days of renewal.

4. **Failure to Honor Warranties**

Any Contractor who fails to honor a warranty from a previous contract will be barred from future bidding for one (1) year and will be required to reimburse the Town for the cost of any work performed by another Contractor to correct the warranty work.

5. **Default**

If a Contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in any programs through the Town.

6. **Willful Misconduct**

Willful misconduct by a Contractor, the Contractor's employees, or sub-contractors while engaged in Town project work will not be tolerated. The Contractor may be disqualified from the program for allowing behavior such as, but not limited to criminal convictions, theft, lewd or lascivious acts, foul language, public intoxication, illegal drug use, willful destruction of the Town's or Homeowner's property, or abusive behavior towards the Homeowner or Town staff.

7. **Contractor Negligence**

Contractors that do not adhere to building codes, construction industry standards, contract specifications, and material requirements will be dismissed. The contract will be awarded to another Contractor.

8. **Payment Delinquency**

Failure to pay sub-contractors or material suppliers automatically disqualifies the Contractor from the program.

9. **Kickbacks/Price Fixing**

Any evidence of kickbacks or price fixing by or between Contractors, their employees, officers, owners, agents, partners, representatives, or any other affiliate will automatically disqualify the Contractor indefinitely.

10. **Brokering of Work**

No person shall broker any Town Construction Contract 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 the Town.

F. Lien Waivers

The Contractor shall protect, defend, and indemnify the Town and the Homeowner during a rehabilitation project 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.

G. Inspections

H&CD Staff reserves the right to inspect for approval all work performed by the Contractor and will visit the worksite without notice at their discretion throughout the work period. A scheduled inspection is required prior to receiving a draw or payment. The Contractor will schedule an inspection twenty-four (24) hours in advance by calling the assigned H&CD representative. The Contractor will be notified with the outcome of the inspection within twenty-four (24) hours.

It is the responsibility of the Contractor to call the Building Department for all permit inspections; the Contractor will notify the H&CD representative 24 hours prior to the inspection.

H. Performance

All work performed must be done in a workmanlike manner. Where a Contractor fails to perform in a workmanlike manner, the Contractor will be afforded the

opportunity to correct deficiencies as provided by law. If the Contractor is unable or unwilling to correct deficiencies (defaults), the next lowest-bidding Contractor will be offered the opportunity to complete the work scope. If additional costs are incurred to effect remedies, the measure of damages is the cost to repair the damage to the condition contemplated by the parties at the time of the contract. Damages will be the responsibility of the defaulting Contractor.

V. Project Responsibility

A. Town Responsibility

The Town prepares bid packages, awards bids, inspects construction, and makes payment on behalf of itself or the homeowner for a rehabilitation project.

B. Construction Agreement

The Agreement for construction services is between the Contractor and the Town or the Homeowner for single-family rehabilitation projects.

C. Contract Signee

Only the authorized Town representative, property owners, the License holder, or the Financially Responsible Officer 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. Normal business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM. In the event that the Homeowner continues to occupy the property during rehabilitation construction, a time of operation will be established between the Homeowner and the Contractor.

E. Utilities

The Contractor shall obtain direction from H&CD regarding the availability of existing utilities for neighborhood improvement contracts. When existing utilities are available regarding rehabilitation contracts, the Homeowner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted. It is the Contractor's responsibility to locate and mark all utilities prior to the start of construction.

F. Debris Disposal

The Town of Davie has an Exclusive Solid Waste Franchise Agreement with Waste Management Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C&D) debris as defined within

Florida Statutes Chapter 403. All Contractors performing construction work for the Town of Davie shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

G. Equipment Storage

The Contractor and sub-contractors will be solely responsible for the security of their equipment, tools, and materials on the construction site. The Homeowner, Town, 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.

H. Personal Property

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

I. Property Damage

The Contractor will be held liable for all property damage caused by his/her employees, sub-contractors, equipment, tools, 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 damages to the construction site and/or Owners property at all times. Any damage sustained to the property or its contents must be reported immediately to H&CD's representative and/or Homeowner for rehabilitation projects.

J. 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 subcontractors do the same. The signed Scope of Work must accompany all Permit Applications to the Davie Building Department.

K. Warranties

The Contractor agrees to warrant all labor and materials used during construction for the period of one year from the date of completion. All extended warranties beyond one year shall be provided to the Town or Homeowner at the completion

of the contract. These warranties will consist of neighborhood improvement equipment, concrete, paving, etc., as well as appliances, HVAC, plumbing fixtures, electrical fixtures, windows and doors, hardware, paint, flooring, cabinets, etc. If a warranty issue should arise within one year, the Contractor is expected to respond within seventy-two (72) hours for non-emergency and within twenty-four (24) hours for emergencies to resolve the issue. If the Contractor fails to respond to and remedy a warranty issue, he/she will be disqualified from the program for a period to be determined by the H&CD Director, and must reimburse the Town or Homeowner for any work contracted to correct the warranted work.

L. Disputes

All unsettled claims or disputes between the Town or Homeowner and the Contractor arising out of or related to work under a rehabilitation project 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.

M. Room Completion - Rehabilitation

As 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

A. Licenses

Contractors must possess a valid ***State of Florida General Contractor's License*** and Qualified Business License or Occupational License if applicable. A current copy of the Contractor's license must be on file with the Town Building Department and H&CD. **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 H&CD's representative within five (5) working days.

B. Insurance

The Contractor agrees to carry adequate insurance coverage for liability and workers compensation as required by state law and the Building Department. **Any changes in insurance coverage, including renewals must be provided in writing within five (5) working days to H&CD 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 H&CD and submit any changes or renewals as well.

C. Communication

The Contractor is responsible to communicate to the H&CD Specialist assigned to the project all milestones regarding the project completion. Milestones include but are not limited to date of work commencement, date of all inspections, and date of work completion. Failure to communicate can result in suspension from the Contractor Pool.

The Contractor is responsible for communicating with the property owner information about the work he is performing, permits, project milestones, warranties, work scheduling, issues that arise throughout the project, and any other information that affects the homeowner and the project.

Effective, timely communication is a requirement of the Contractor and will be evaluated by the Program Specialist and homeowner at the end of the project.

D. 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. For a rehabilitation project, 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.

E. 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. It is the Contractor's responsibility to stay informed of all changes to the building code and the Town and Broward County ordinances.

F. 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 SOW and this document. Any materials used other than what is in the SOW must be approved by H&CD's representative in writing before installation. All materials used by the Contractor are subject to inspection.

G. Labor Quality

All labor furnished by the Contractor or sub-contractor must be performed in a workmanlike manner by skilled, trained professionals. Tradesmen, when required by municipal, county, or state law, shall be licensed. All work performed by the Contractor and his/her associates will be inspected by authorized Town personnel and is expected to conform to the contract, building codes and professional work ethics. The Contractor shall be responsible for the workmanship and conduct of his sub-contractors.

H. 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 when applicable. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a secure location, to prevent accidents.

I. Cleanup

The Contractor agrees to keep the construction site cleared of trash and construction debris, cleaning site on a daily basis. Contractor will provide a dumpster or other approved receptacle at his/her cost in accordance with the Town's solid waste franchise requirements. For questions or details regarding this requirement, contact the Town's Procurement Manager at 954-797-1016.

J. 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 that are beyond his/her control such as weather delays, natural or national emergencies, documented personal hardships, etc. If the work is not completed on time, the Contractor may be required to pay liquidated damages and may be disqualified from future bidding. Liquidated damages will occur at the rate of up to two hundred-fifty dollars (\$250) a day starting from the original completion date. H&CD 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 Town. The Homeowner and H&CD must approve any extensions during the performance of a rehabilitation project.

K. Hold Harmless

The Contractor shall agree to defend, indemnify, and hold harmless the Town and the Homeowner, 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 the agreement for neighborhood improvements or to install or construct home improvements. The Contractor is acting in the capacity of an independent Contractor with respect to the Town and the Homeowner.

L. Regulations

Contractors must comply with all federal, State, County, 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 debarred from working in federally funded projects, cannot participate in Town programs.

M. Evaluation

At the end of all projects, the Program Specialist assigned to the project as well as the owner of the property will evaluate the Contractor and the work completed. The evaluation of the Contractor will reflect the work of his staff and subcontractors. Negative evaluations will influence the Contractor's ability to bid on future projects.

VII. Materials & Specifications

The materials and specifications listed below are required on all Housing Rehabilitation Programs unless otherwise specified or required by Code or other regulation. Please include these specifications when bidding on housing projects.

The Contractor must submit in writing any changes or deviations from these specifications. The written request must be submitted to and approved by H&CD before such changes are made.

A. Concrete

All concrete placing will be of 3,000-psi strength including but not limited to footers, stem walls, floors, lintels, and walkways. Driveways will have at least

3,000-psi strength and conform to standards set forth by the Town of Davie Building Department.

B. Framing

All lumber will be #2 or better grade, wall stud spacing will be on 16" centers.

C. Roof Decking

Roof decking shall be 5/8" CDX four-ply or greater and secured with a minimum 8d galvanized deck nails installed 6"/6".

D. Roof Underlayment

All roof decking shall be covered in one (1) layer of 30 lb. felt.

E. Shingles

All shingles will be a minimum 25-year architectural, fiberglass/asphalt UL Class A Fire Rated, meeting ASTM D3161 or ASTM D7158 for wind resistance and UL 2218 for impact resistance with a minimum 25-year manufacturer's warranty and a 15 year algae/mildew resistant warranty. Drip edge will have a minimum width of two-inches and be constructed of either galvanized or aluminum.

F. Windows

Exterior windows will be impact-resistant (conforming to section R4410 of the Florida Building Code,) single hung, insulated, aluminum, one over one, vertical lift (except as required for egress¹), tempered where required, in a color, if available, to be selected by the Homeowner. Better Built grade or equivalent.

G. Exterior Front Doors

Doors shall be impact-resistant (conforming to section R4410 of the Florida Building Code,) steel clad, insulated, six panel, and equipped with a single cylinder dead bolt, Schlage, Yale or equivalent. All doors shall have a lever style handle for easy access unless otherwise requested.

H. Paint

All exterior and interior paint shall have a 25-year minimum manufacturer's warranty. All painted surfaces will have one coat of primer/sealer and one coat of finish paint.

I. Soffit & Fascia

Soffit will be 12", vented, aluminum in white or bronze. Fascia will be either 4" or 6" aluminum depending on application.

¹ Required by the Program

J. Cabinets

Cabinets shall be made of high-density furniture board wrapped in veneer. Counter tops will be Formica over ¾" plywood. Backsplashes will be made of ¾" plywood wrapped with Formica.

K. Flooring

Ceramic tile will be used in the kitchen, baths, utility room, dining room, and the entryway. Stain resistant carpet on the remaining floors unless otherwise specified.

L. Plumbing

- Faucets - Delta, American Standard, or Moen
- Lavatories, Sinks and Water Closets - Briggs, American Standard, or Gerber
- Bathtubs- Briggs or American Standard
- Hot Water Heater - 40-gallon minimum, A. O. Smith, Rheem, Ruud, Whirlpool

M. Heating & Cooling

Heat Pump will be used with a Seer Rating of 15 or greater; Minimum of 10 KW back up heat strip.

N. Electrical

- One ceiling fan/ light combination per bedroom and living room
- One light fixture per exterior door
- Standard toggle style light switches
- Standard style electrical outlets
- 200-amp main service panel

O. Minimum Insulation

- Attic: R-30 value
- Exterior Block Wall: R 4.21
- Exterior wall studs: R-19
- Garage stud wall: R-11

P. Drywall Texture

Knockdown or orange peel

Q. Tub & Shower

Single piece fiberglass tub and shower units with at least one soap dish and towel bar. **Handicapped accessible bathrooms will follow code.

R. Interior Trim

Interior doors will be six panel fiberboard paint grade, Door casings 2 ¼", finger joint, colonial, paint grade. Base boards 3 ¼", finger joint, colonial, paint grade. Door Handles will be lever style.

S. Window Sills

Marble sills

T. Closet Shelving

Vinyl coated Closet Maid shelving, at least one row in each bedroom closet, linen closet, pantry, and utility room.

U. Mirrors

One mirrored medicine cabinet or one mirror as required by the Scope of Work will be placed over every bathroom vanity. It will run the full length of the vanity. Mirror height will be 42".

V. Smoke Detectors

All rehabilitation projects will have smoke detectors installed to bring it up to current code, including interconnecting each unit together and wiring them on the same circuit.

W. Colors

Neutral colors only

VIII. Sample Forms & Documents

- A. Contractor Sign-In Town of Davie DRI**
- B. Invitation for Bids**
- C. Rehab Owner/Contractor Agreement**
- D. Rehab Agreement between the Town of Davie and the Homeowner**
- E. Notice to Proceed**
- F. Subcontractors List**
- G. Multifamily/Rental Draw Schedule**
- H. Contractor Payment Request**
- I. Change Order**
- J. Final Inspection Punch List**
- K. Contractor Warranty**
- L. Contractor Evaluation – Program Specialist**
- M. Contractor Evaluation – Homeowner**

INVITATION FOR BIDS

The Town of Davie will accept sealed bids for the following owner occupied property:

Homeowner Name: _____

Property Address: _____

Housing Type: _____

Mandatory Pre-Bid Walk-Through:

Walk Through Date: _____ Time: _____

Scope of Work:

- Item 1
 - Description
 - Description
- Item 2
- Item 3

Contractor is responsible for verifying all quantities and measurements.

Questions & Answer Period:

Deadline for Submitting

Questions: _____ Time: _____

Response to Questions Via _____

Email: _____ Time: _____

Submit all post-walk through questions in writing via email to: _____

Bids Due & Opening:

Bid Due Date _____ Time: **2:00 PM**

Bid Opening Date: _____ Time: **2:15 PM**

NOTE: Late Bids Time-stamped 2:01 or Later Will NOT Be Accepted

Bid Opening

Location: Town of Davie Housing & Community Development Department

Deliver sealed bids to: **Town of Davie
Housing & Community Development Department
4700 SW 64th Avenue, Suite D
Davie, FL 33314-3399**

Mark the envelope "**Sealed Bid**." Include on the envelope:

Property address Client's name Date & Time of Bid Opening Company Name

All bids will be stamped with the time and date of submittal when they are turned into the Housing & Community Development Department. If you have questions regarding this bid, please contact the Housing & Community Development Department at (954) 757-1173.

All Prices Must Be Typed or Printed Legibly in Blue Ink. Do Not Combine Line Items. Bid Must Be Properly Signed and Dated in Blue Ink. Any Bid Not Following These Instructions May Be Rejected.

DRI/HOME/CDBG REHABILITATION OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby made as of **DATE**
BETWEEN the Owner: Fill In Homeowner Name(s)
and the Contractor: Fill In Contractor Company Name

The Project Address: _____

The Owner and the Contractor agree to do the following:

ARTICLE 1: The Work

§1.1 The Contractor shall perform all the work required by the Contract Documents for the rehabilitation of the above-described property according to the Scope of Work, plans and specifications provided by the Town of Davie (Town) and the Owner.

ARTICLE 2: Time of Commencement and Completion

§2.1 The Contractor shall, within **15** calendar days from the date of the issuance of the Notice to Proceed, commence performance hereunder, and all work to be performed by the Contractor shall be completed in accordance with the conditions, plans, and specifications within **90** calendar days of issuance of the Notice to Proceed. The parties agree that a sum of **\$250.00** per calendar day shall be deducted from the Contract Sum as liquidated damages for each day the project remains incomplete beyond the date specified for completion. The deadline date for completion is **Date**

ARTICLE 3: Contract Sum and Payment

§3.1 The Town, on behalf of the Owner, utilizing loan proceeds provided by the Town, shall pay the Contractor the total Contract sum of **Insert Sum of Contract Here**. The sum of the Contract is final. No changes will be allowed once this contract is executed unless authorized by the Town of Davie.

§3.2 Payments may be withheld due to any one of the following: (1) defective work not remedied; (2) claims filed; (3) required inspections not passed by building

department; (4) required documents not submitted; and (5) unsatisfactory performance by the Contractor.

§3.3 Final payment shall not be due until the Contractor has delivered to the Owner through the Town all guarantees and warranties, a complete release of all claims of lien, notices filed or received in connection with the work or receipts covering all labor, materials, and equipment for which a lien could be filed, a payment and performance bond, if applicable, satisfactory to the Owner and the funding Program.

§3.4 Final payment shall constitute a waiver of all claims by the Owner and the Contractor, except those claims presented in writing to the Town prior to final payment arising from:

- (1) Unsatisfied liens,
- (2) Faulty or defective work appearing after substantial completion,
- (3) Failure of the work to comply with the requirements of the Contract Documents,
- (4) Or, substandard work violating guarantees/warranties required by the Contract Documents.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unresolved at the time of final payment.

ARTICLE 4: Method of Payment

§4.1 The Owner agrees authorize the Town to pay the Contractor in accordance with the Program payment schedule. Work awarded on contracts of \$40,000 or less shall have one final payment processed at project completion. Contracts over \$40,000 will be entitled to three payment draws. One payment when 35% of the total project is completed. One payment when 70% of the total project is completed. A final payment will be processed at project completion. No more than three draws will be permitted. Each item requested on each payment draw including electrical, plumbing, mechanical, and roofing must have proper inspections at the time the draw request is made. The contractor must submit to the Town's Housing & Community Development Department (H&CD) staff (Staff), proof of all required inspections.

§4.2 One hundred (100%) percent completion is defined as all work being completed and accepted by the Owner and H&CD Staff and verified by the Building Department, in writing (approved building permits and final Certificate of

Occupancy). The final payment will not be released until there is 100% completion of the work as so defined. Progress payments and final payment are subject to final inspections by H&CD Staff inclusive of final punch list items.

ARTICLE 5: Contract Documents

- §5.1** The Contract Documents consist of this Agreement and Attachments, the drawings, the Scope of Work, all addenda issued prior to the execution of this Agreement, all modifications, Change Orders, written interpretations of the Contract Documents issued by the DRI/CDBG/HOME Program, all appropriate regulations issued by the Town and the Florida Building Code, and all required federal regulations. The intention of the Contract Documents is to include all labor, materials, equipment, tools, services, and other items as provided in paragraph 5.2 necessary or reasonably implied for the proper execution and completion of the work and compliance with the terms and conditions of payment.
- §5.2** The Contract Documents shall be executed in duplicate by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed, and all applicable regulations and requirements of the DRI/HOME/CDBG Program and Florida Building Code.
- §5.3** The term "work" as used in the Contract Documents includes all labor necessary to perform the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 6: Supervision

- §6.1** Staff will make periodic visits to the site to monitor the progress and quality of the work in order to assess compliance with the Scope of Work. Neither Staff nor H&CD will be responsible for the means, methods, techniques, sequences, or procedures relating to the construction, or for safety precautions and programs in connection with the work; nor shall the Staff or H&CD be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
- §6.2** Staff will attempt to adjudicate all claims and disputes between the Owner and the Contractor. Unsettled claims or disputes between the Homeowner(s) and the Contractor arising from 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.

- §6.3** Work that does not conform to the Contract Documents and/or to the Florida Building Code, in concert with the Town's Building Department, shall be rejected by Staff.

ARTICLE 7: Owner

- §7.1** The Owner may issue instructions to the Contractor through the Staff, and apprise the Staff of any changes, discrepancies, or problems that may arise during the term of the Contract.

ARTICLE 8: Contractor

- §8.1** The Contractor shall communicate with the H&CD Representative assigned to this project regarding all milestones of the project including, but not limited to: projected date to begin work, permit applications, tear-off, building department inspections, and project completion. H&CD Representatives are required to document all stages of work photographically and must be aware of project milestones in order to fulfill this requirement. Failure to inform H&CD of milestones will significantly delay payment for the project. The Contractor must similarly communicate with the property owner so they may make appropriate personal arrangements.
- §8.2** The Contractor must notify Staff prior to commencing any rehabilitation work of any known or suspected hazardous, dangerous, toxic, or radioactive substances, including asbestos, on the property. The Owner will take all necessary measures to remove hazardous, dangerous, toxic, or radioactive substances from the site.
- §8.3** The Contractor shall supervise and direct the work using his best skills and attention. The Contractor shall be solely responsible for all the means, methods, techniques, sequences, and procedures relating to the construction, and for coordinating all portions of the work under the Contract. All work shall be performed in a workmanlike manner according to standard practices.
- §8.4** Unless otherwise specifically noted, the contractor shall provide and pay for all labor, withholding and unemployment taxes, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services for the proper execution and completion of work.
- §8.5** The Contractor shall at all times enforce strict discipline, sobriety, and good order among his employees, and shall not employ any person not skilled in the task assigned to him.

- §8.6** The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified and that all work will be of good quality free from faults and defects and in conformity with the Contract Documents. All work not in conformity with these standards may be considered defective and the work may be rejected and/or appropriate deductions from the Contract price shall be accordingly made.
- §8.7** The Contractor shall pay all sales, use, and other similar taxes required by law. The Contractor shall secure all permits, fees, and licenses necessary for the execution of the work.
- §8.8** The Contractor shall give all notices and comply with all laws, ordinances, rules regulations, and orders of any public authority bearing on the performance of the work and shall notify Staff if the drawings and specifications are at variance therewith.
- §8.9** The Contractor shall be responsible for the acts and omissions of his employees and all other persons performing any of the work under the Contract at the request of or direction of the Contractor or subcontractor.
- §8.10** The work shall be in accordance with approved samples and shop drawings.
- §8.11** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his activities. At the completion of the work, he shall remove all waste materials and rubbish from and about the project as well as tools construction equipment, machinery, and surplus materials, and shall clean all glass surfaces and shall leave the work "broom clean" or its equivalent, except as otherwise specified.
- §8.12** The Contractor shall indemnify and hold harmless the Owner, H&CD and the Town, by and through the DRI/CDBG/HOME Program, its and their employees, officials, representatives, agents and attorneys, from and against all claims, damages, losses, and expenses including attorney's fees, cost and expenses (trial, appellate and administrative) arising out of or in connection with the performance of the work, provided that any such claim damage or loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or against H&CD or the Town, its officials, employees, agents, representatives or attorneys, by any

employee of the Contractor, subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this subparagraph shall not be limited in any way by any limitation on the amount or type of damages, compensation on benefits payable by or for the Contractor or any subcontractor under workers' compensation laws, disability benefit laws, or other employee benefit laws. The obligation of the Contractor under this subparagraph shall not extend to the liability of the Town, its agents or employees arising out of: (1) the preparation or approval of maps, drawings, opinions, or (2) the giving of or the failure to give direction or instructions by the DRI/CDBG/HOME Program, its agents or employees; provided such acts or omissions are the primary cause of the injury or damage.

§8.13 The Contractor shall guarantee all work performed for a period of one year from the date of final acceptance. The Contractor shall furnish the Owner, in care of the Staff, properly completed manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract. Any defects that appear within the one-year period and arise out of defective or improper materials or workmanship shall, upon direction of the Staff, be corrected, and made good by the Contractor at his expense. Contractors who fail to comply with the terms of the warranty will be removed from the bidder's list and reported to the Department of Business and Professional Regulation.

§8.14 Other federal, State, and Local Requirements: The Contractor and/or subcontractor agrees to adhere to all federal, State, and local requirements including but not limited to the DRI/CDBG/HOME Program Regulations, Federal Labor Standard Provisions, if applicable, Section 3 Regulations, Equal Employment Opportunity Affirmative Action requirements including 24 CFR Part 570 Section 602, which require that no person shall be excluded from participation, be denied the benefits of or be subjected to discrimination based on race, color, national origin, age, sex, religion or disability. Failure to cite specific federal, State, or local requirements shall not relieve the Contractor or subcontractor of compliance with the appropriate regulation, if deemed applicable.

ARTICLE 9: Subcontractors

§9.1 A subcontractor is a person who has a direct written contract with the Contractor to perform any work at the site.

§9.2 Unless otherwise specified in the Contract Documents or in the instructions to the Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to H&CD, in writing, a list of the names of subcontractors proposed

for the principal portions of the work. The Contractor shall not employ a subcontractor to whom H&CD, the Town, or the Owner may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable. The contractor may not employ a subcontractor that is not licensed or insured in the trade hired to work.

ARTICLE 10: Separate Contracts

§10.1 The Owner does not reserve the right to award other contracts while this contract is underway. All construction work will be limited to the work specified in the Scope of Work to be performed by the contractor and his subcontractors.

§10.2 The Contractor shall notify H&CD if other work is being performed at the site. The contractor may not enter into any contract with the owner for work other than what is specified in the Scope of Work during the term of this contract.

ARTICLE 11: Royalties and Patents

§11.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof.

ARTICLE 12: Time

§12.1 Time is of the essence.

§12.2 If the Contractor is delayed at any time in the progress of the work by changes ordered in the work, labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which Staff, may determine justifies the delay, then the Contract time may be extended by a Change Order for such reasonable time as Staff may determine. The Contractor must request such extension of time in writing prior to the contract deadline. Contractors who do not submit extensions of time in writing before the contract deadline will be fined in accordance with Article 2 of this contract.

ARTICLE 13: Protection of Person and Property

§13.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall make all reasonable precautions in accordance with prevailing industry standards for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees of the job and other persons who may be affected

thereby; (2) all the work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of person or property, or to protect them from damage, injury, or loss. The Contractor will be held responsible for all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable.

ARTICLE 14: Contractor's Liability Insurance

§14.1 The Contractor shall purchase and maintain and shall ensure that each of his subcontractors shall purchase and maintain such insurance as will protect each of them from claims from worker's compensation laws and other employee benefit laws, from claims for damage because of bodily injury including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, including any subcontractor or their respective employees, agents or representatives. This insurance shall be written for not less than any limits required by law, and shall include liability insurance as applicable to the Contractor's obligations.

§14.2 The Contractor shall provide builders risk insurance to cover all losses in the event of theft of materials from the project site during the term of the Contract.

§14.3 Certificates evidencing the above-required insurance shall be filed with Staff, prior to issuance of the Notice of Commencement.

ARTICLE 15: Owner's Insurance

§15.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims that may arise from activities under the Contract.

§15.2 Flood Insurance Requirements: The owner shall be responsible for purchasing and maintaining flood insurance if the property is located in a Special Flood Hazard Area as defined by the National Flood Insurance Program. The insurance will be maintained active for the duration of the lien filed in connection with this project.

ARTICLE 16: Changes in the Work

§16.1 Once this contract has been executed, no changes to the work will be allowed. Under extreme circumstances, when H&CD determines that changes must be made to this contract, any approved alterations, deletions, or deviations from this Contract will be executed upon a written change order signed by the Owner,

Contractor, and the Staff. Such Change Orders and resulting cost changes, if any, will be made part of the original Contract and will be limited to 10% of the cost of the line item. However, no extra costs will be paid if the Contractor has neglected to properly evaluate the extent of the work. Work performed prior to the execution of a Change Order will not be paid.

§16.2 The Contract sum and the Contract time may be changed only by written Change Order.

§16.3 The cost or credit to the Owner from a change in the work shall be determined by mutual agreement of the Owner, Contractor, and DRI/CDBG/HOME Program Staff.

ARTICLE 17: Correction of Work

§17.1 The Contractor shall correct any work that fails to comply with the requirements of the Contract Documents where such failure to comply appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of **one year** from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by subcontractors as well as to work done by employees of the Contractor.

ARTICLE 18: Prohibition against Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard

§18.1 No Contractor or subcontractor shall use or permit the use of lead-base paint on applicable surfaces. Every Contract and subcontract shall contain a prohibition on the use of lead-based paint.

§18.2 Defective paint shall be presumed to be lead-based and deemed a health hazard that must be corrected, unless testing shows that lead is not present in the paint at a level above one (1%) percent.

§18.3 All applicable surfaces identified in subparagraph 18.4 as health hazards shall receive adequate treatment to protect against the ingestion of the contaminated paint. Particular care shall be taken to correct conditions of cracking, scaling, peeling, and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets, and piping. All such surfaces that require treatment shall be thoroughly washed, sanded, scraped, or wire brushed; so as to remove all cracking, scaling, peeling, and loose paint before repainting. At a minimum, these surfaces must receive two coats of a suitable non-lead based paint. Where it is not feasible to control or correct the cracking, scaling, peeling, or loosening of the lead-based

paint and where the film integrity of the treated surfaces cannot be maintained, the paint of these surfaces shall be removed or covered with materials such as hardboard, plywood, drywall, plaster, or other suitable materials.

§18.4 Definitions:

- (a) **Lead-based Paint** as defined in section 501(3) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. § 4341(3)] means any paint containing more than one (1%) percent lead by weight (calculated as lead-metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.
- (b) **Applicable surface** means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors, which are readily accessible to children under seven (7) years of age [42 CFR 90.2(g)].

ARTICLE 19: Termination by the Owner

§19.1 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 as determined by the Owner or the Staff, the Staff may, after giving seven (7) days written notice specifying the default to the Contractor, correct deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, terminate the Contract and complete the Contract utilizing the next lowest-bidding contractor, and if expenses of completion exceed the unpaid balance, the defaulting Contractor shall be liable for the difference.

ARTICLE 20: Conflict of Interest

§20.1 Contractor is aware of the conflict of interest laws of the State of Florida, particularly, Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly 24 CFR Part 570 § 570.611, and agrees that it shall fully comply in all respects with those provisions.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Agreement to be executed by duly authorized officials on the date first above written.

Signed, sealed and delivered in the presence of:

Owner (Signature)

Owner (Signature)

(Printed/Typed Name)

(Printed/Typed Name)

Contractor – Individual (Signature)

(Printed/Typed Name)

Contractor – Corporation (Signature)

Corporate Secretary (Printed Name)

(Printed/Typed Name)

By

(Seal)

Witness (Signature)

Witness (Signature)

(Printed/Typed Name)

(Printed/Typed Name)

DRI/HOME/CDBG Rehabilitation Agreement BETWEEN The Town of Davie and the Homeowner

The Homeowner certifies that he/she has received, read, and understands the rehabilitation contract price, the scope of work, the rehabilitation and construction process, and the services to be offered and performed on the subject property. The Homeowner acknowledges and approves of the Contractor selected through the open competitive bid process and agrees to the amount of the contract and the scope of work to be performed.

Furthermore, the Homeowner agrees to the following:

ACCESS: The Homeowner will grant access to his/her property during normal business hours to all parties involved in the rehabilitation process. In the event that the Homeowner continues to occupy the property during construction, a time of operation will be established between the Homeowner and the Contractor.

PERSONAL PROPERTY: The Homeowner agrees to remove personal property within the construction area as to not interfere with the progress of work. The Contractor shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process.

PETS: The Homeowner will secure all pets at a location as to not interfere with the construction process and allow the Contractor to fulfill the requirements of the contract.

COOPERATION: The Homeowner will cooperate fully with the Town of Davie (Town) Building Department and the Contractor during the performance of the contract.

UTILITIES: The Homeowner will agree to fully furnish the use of electricity and water to the Contractor, at no cost to the Contractor or Town, during the rehabilitation process.

TIME & PERFORMANCE: The Contractor shall start the work within fifteen (15) days of receiving the Notice to Proceed, and will finish all work within ninety (90) days thereof. The Homeowner shall provide written authorization to the Contractor for the commencement of work. If the Contractor fails to start or finish the work within the time allowed, the Contractor would have defaulted on the contract and the Homeowner will have the right to terminate the contract. A notice to terminate the contract shall be in writing and addressed to the Contractor and Town. Such notice shall be sent by certified mail within five business days of termination. If the Contractor performs sub-standard work as determined by the building inspector or the Construction Coordinator, He or

She shall have seven (7) business days to correct the work. If the work is not corrected within the time allowed, the Homeowner shall have the right to terminate the contract and he/she may hire the Contractor who had the next lowest bid in order to complete the unfinished work. All new contracts and Contractors must be approved by the Town's Housing & Community Development Department (H&CD). Any additional costs or fees to complete the work will become the responsibility of the defaulting Contractor.

CHANGE ORDERS: The Homeowner expressly agrees that no changes in material or description of work shall take place in cooperation with the Contractor without the Town being notified in writing. All changes in material or description of work shall be in the form of a Change Order and agreed upon by the Homeowner, Contractor, and H&CD. All changes must be approved by H&CD before work commences.

LIEN ON PROPERTY: The Homeowner acknowledges and understands that a lien will be placed upon their property. The lien amount will equal the total cost of rehabilitation plus the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. The lien holder will be H&CD. The Homeowner further acknowledges that construction liens may be placed on their property by the Contractor or subcontractors.

RESOLUTION OF DISPUTES: All unsettled claims or disputes between the Homeowners and the Contractor arising from or related to the scope of 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 shall be entitled to recover all costs, including reasonable attorney's fees.

HOLD HARMLESS: The Homeowner agrees to indemnify and hold harmless H&CD and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by execution of work under this contract. The Homeowner agrees to pay reasonable attorney's fees if H&CD is required to defend or prosecute any claim or action arising out of this contract not caused by act or omission on the part of H&CD. It is understood that the Contractor is acting in the capacity of an independent Contractor with respect to the Homeowner.

COLOR COORDINATION: All colors chosen by the Homeowner and the Contractor shall be of a neutral color such as white, off white, and beige. This applies to all materials including, but not limited to roofs, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim and appliances. Any deviations in color from the list above must have H&CD approval.

ACKNOWLEDGEMENT: I, the Homeowner, have received, read and understand the Homeowner's Agreement and shall enforce and agree to the policies within during the rehabilitation process.

Address of property to be improved:

Homeowner

Homeowner

Print Name

Print Name

Date

Date

H&CD Staff

Print Name

Date

Notice to Proceed

Date: _____

Property Address: _____

Owner(s) _____

Contractor _____

Dear [contractor name]:

Pursuant to the construction Contract signed on _____, you are hereby notified to **proceed** with the rehabilitation work on the property described above. Upon receipt of this notice, you are responsible for performing the rehabilitation work on said building under the terms and conditions of the contract and in accordance with the specifications in the work write-up.

Pursuant to the provisions of Article 2 of the Contract, you are hereby given Notice to Proceed with the work within fifteen **(15)** calendar days of the date of this notice. This notice provides that the work will be completed within ninety **(90)** calendar days of the date of this notice. Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to:

**Town of Davie
Housing & Community Development Department
4700 SW 64 Avenue, Suite D
Davie, FL 33314**

I Acknowledge Receipt of this Notice on [date]: _____

Authorized Signature: _____

Subcontractors List

Bid Number:		Program:	
Project Name:			
Project Address:			
General Contractor:			

Complete and submit the names of all subcontractors who will be actively employed in the actual rehabilitation of the above-mentioned project prior to contract commencement date. Use additional pages as needed.

	Firm Name	Type of Business or Trade	Address	Phone
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Multifamily/Rental Draw Schedule

Property Owner:	
Property Address:	
Contractor:	

Draw #	Work Item	Amount
1st Draw		
2nd Draw		
3rd Draw		
4th Draw		
5th Draw		
6th Draw		

This schedule becomes part of the Contract documents.

Contractor

Date

Program Specialist

Date

Contractor Payment Request

Property Owner: _____

Property Address: _____

Contractor: _____

Contractor Address: _____

Contractor E-mail: _____ Contractor Telephone: _____

Contract Amount: \$ _____ This Payment: \$ _____

Partial Final

Contractor:

I hereby request an inspection to receive payment in the above amount. I certify that I have satisfactorily completed the necessary work to justify this request. I further certify that all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. Attached is my company invoice with a line item breakdown as bid in the Scope of Work.

Contractor's Signature

Date

Property Owner:

I/We hereby agree that the work stated by the Contractor is complete and approve payment to the Contractor in accordance with the Agreement contingent upon inspection and concurrence by the Program Specialist. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Owner's Signature

Date

Owner's Signature

Date

Housing Program Specialist

I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of \$ **INSERT AMOUNT HERE**

Program Specialist's Signature

Date

Housing Program Administrator

I hereby approve payment to the Contractor in the amount of \$ **INSERT AMOUNT HERE**

Program Administrator's Signature

Date

Change Order

Homeowner:		Change Order #
Contractor:		
Project Address:		

The Contract for Rehabilitation Work entered into on **Enter Contract Date**, by and between the above Homeowner and Contractor and approved by the Town of Davie Housing & Community Development Department, is hereby amended to include the following changes, additions and/or deletions to the work:

Item	Description of Work to be Changed	Amount
1		
2		
3		
4		
Total Change Order Amount		\$ 0.00

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by **Change Order Total** for a new total of **New Contract Total**.

The original work completion deadline is **Work Completion Deadline**.

The deadline is: not extended extended to **Extension Date**.

Homeowner Signature	Date	Contractor Signature	Date
Program Specialist	Date	Administrator	Date

Final Inspection Punch List

Owner(s): _____
 Project _____
 Address: _____

Upon Final inspection of the above property on this ____ day of _____, 2012, I do hereby require the following items to be completed and/or corrected within 10 working days of the inspection. Failure to include any item on this list does not relieve the Contractor the responsibility to complete all work in accordance with the Contract documents.

1	
2	
3	
4	
5	
6	

 Program Specialist Date

Will another inspection be required? YES NO (circle one). If yes, when? **Date**

As of this ____ day of _____, 2012, all items have been completed and or corrected to the satisfaction of the Owner(s) and Town.

Owner	Date
Owner	Date
Contractor	Date
Program Specialist	Date

Contractor Evaluation Program Specialist

Contractor:	
Homeowner:	

1 = Does Not Meet Expectations 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations 5 = Excellent

Question	1	2	3	4	5	Comments
Did the Contractor start the project promptly?						
Did the Contractor communicate with the specialist?						
Was the Contractor accessible to the Specialist and the Homeowner?						
Was the Contractor patient and understanding with the Homeowner?						
Did the Contractor manage staff and subcontractors appropriately?						
Did the Contractor notify the specialist regarding project milestones (work commencement, inspections, etc.)?						
Did the Contractor finish the job within the contractual time?						
Was the quality of the Contractor's work acceptable?						
Was there an excessive amount of punch list items?						
Did the Contractor leave the job site clean?						
Totals:						Total Score: 0

Additional Comments:

Scoring	40 to 50 Points	Excellent
	26 to 39 Points	Good
	10 to 25 Points	Poor

Any Contractor receiving an overall score of "Poor" will be suspended from the bidding for 60 days.

Program Specialist	Date
Program Manager	Date
Contractor	Date

The signing of this form by the Contractor does not indicate agreement with the evaluation. The Town of Davie reserves the right to use this evaluation as a basis for determination of future awards.

Contractor Evaluation Homeowner

Contractor:	
Homeowner:	

Rate the Contractor on the Following Statements:	Yes	No
The Contractor conducted himself in a professional manner.		
The Contractor, his staff, and subcontractors were considerate & careful of my personal property.		
The Contractor, his staff, and subcontractors were considerate of my neighbors.		
The Contractor, his staff, and subcontractors were neat & professional.		
The Contractor was willing to answer my questions.		
The Contractor returned my phone calls in a timely manner.		
The Contractor provided good, quality products.		
The Contractor, his staff, and subcontractors provided quality workmanship.		
The Contractor kept my yard clear of construction debris.		
The work progressed without numerous delays.		
I was not inconvenienced beyond what I was told to expect.		
The completed work was what I expected.		
The Contractor responded to problems and concerns appropriately.		
The Contractor explained all procedures and warranties adequately.		
The Contractor recommended additional work to my residence.		
I would recommend this contractor to another homeowner.		

Please rate the quality of work completed:

Very Satisfied Satisfied Unsatisfied Very Dissatisfied

Please explain any negative evaluation and add additional comments here. Use reverse side if necessary.

Homeowner Signature

Date