



## **ATTACHMENT "A"**

# **CONTRACTOR REQUIREMENTS POLICY GUIDE**

### **CITY OF NORTH MIAMI HOUSING PROGRAM**

**Community Planning & Development  
12400 NE 8th Avenue  
North Miami, FL 33161  
Office (305) 893-6511 Ext. 19000**

## **I. INTRODUCTION**

The City of North Miami 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, moderate and middle-income. These funds are administered by Community Planning and Development – Housing Division which maintains an active list of licensed and insured Contractors to assist in accomplishing the activities funded under these programs.

### **A. COMMUNITY PLANNING & DEVELOPMENT – HOUSING DIVISION PROGRAMS**

There are primary programs funded through State, Federal, Local and CRA grants through which the City is able to repair, rebuild or rehabilitate the existing housing stock or fund new construction of housing.

#### **1. Rental and Owner Occupied Housing Rehabilitation Programs**

Through various funding sources, the City administers rental and owner occupied rehabilitation and new construction programs aimed at creating a decent, safe and sanitary habitation and/or correcting existing code or building violations.

#### **2. Neighborhood Stabilization Program 1 (NSP1)**

The federal government awarded the City of North Miami funds to acquire foreclosed and abandoned homes to redevelop and resell to help stop neighborhood decline caused by the recent foreclosure crisis. The City targeted neighborhoods that experienced the highest concentration of foreclosed properties within North Miami.

#### **3. Neighborhood Stabilization Program 3 (NSP3)**

The City received NSP3 funding to continue its efforts to stabilize neighborhoods severely impacted by the economic downturn. This program is able to serve additional areas of the City in addition to those served by NSP1.

### **B. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT**

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

### **C. CERTIFIED RENOVATOR REQUIREMENT**

The EPA requires any residential Contractor that disturbs 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 and a certificate of completed submitted as part of the application process.

## **D. SELECTION PROCESS**

To be selected as an eligible Housing Division Contractor, all contractors must submit the following information documents to the City for review and approval.

1. General Contractor's License OR
2. Certified Residential License
3. Occupational License (Miami-Dade County or North Miami)
  - Workman's Compensation with coverage of up to \$500,000.00
  - Liability Insurance with coverage of up to \$1,000,000.00

Once a contractor has been pre-qualified, they will be placed on the City's Approved Contractors List.

**All pre-qualified contractors must adhere to the Section 3 Clause:**

## **SECTION 3 CLAUSE**

### **CLAUSE AND PROVISIONS**

#### **1. Compliance in the Provision of Training, Employment and Business Opportunities**

**A.** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

**B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

**C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**D.** The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

**E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

**F.** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**G.** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

**H.** Preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **STATEMENT OF COMPLIANCE**

### **2. Training, Employment and Contracting Opportunities for Business and Lower Income Persons**

**A.** The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

**B.** Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within

or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

**C.** Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

Will you hire new employees as a result of this contract? Yes [ ] No [ ]

Contractor:

\_\_\_\_\_

Contractor's Signature and Title \_\_\_\_\_

Date: \_\_\_\_\_

## **II. BID PROCESS**

### **A. INVITATION TO BID**

The Contractor is sent an Invitation to Bid by email for any upcoming projects with exception of those Projects which require submittal of seal bids pursuant to the City's Code of Ordinances. This email includes the date, time and location of the mandatory contractor walk-through meeting for each project. Bid documents detailing the property location, property owner's name, scope of work, bid response date and bid opening date are distributed at the walk-through.

### **B. MANDATORY WALK-THROUGH MEETING**

The purpose of the mandatory Contractor walk-through is to view the property, ask questions and discuss project details with the property owner(s) and Housing Inspector related 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 and inspect the property

The walk-through will start promptly at the time specified. Contractors who arrive late will not be eligible to bid. Contractors may not begin to inspect the home or

construction site before the Housing Inspector arrives and the walk-through officially starts. Contractors are required to sign in the official attendance sheet. Contractors who do not sign the official attendance sheet will not be eligible 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 specifications, contractors be required to pick-up revised bid documents prior to the bid opening date. Contractors must use the bid work write-up form provided in the bid documents to submit the bid. Once the work is awarded, no changes may be made to the work write-up except in the event of unforeseen circumstances as determined by the Housing Division, or unless a change in the scope of work is required by the City's building department. Failure to bid according to the final bid specifications may be just cause for disqualification of the Contractor's bid.

### **C. BID PROPOSAL**

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

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

### **D. BID SUBMITTAL**

The Contractor's bid must be submitted on the official Scope of Work form provided in the bid documents. The Contractor shall provide line item prices for each item specified on the Scope of Work.

All prices on the scope of work must be written in ink. Signatures must also be in ink. If a mistake is made on the bid, the change must be initialed 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 the work. Once a bid is submitted, the Contractor is bound to the price that is stated on the submitted proposal. If the Contractor submitted a bid amount with an error and cannot perform the work for the price submitted, the contractor must submit a letter to the Housing Division stating the error and requesting rejection of his bid.

For model or materials not specified, prices should match existing in quality and style. If a specific model is specified, the Contractor will be expected to install that model or

product number or equal. All questions related to job specifications must be submitted prior to final question submittal deadline to the Housing Division in writing or via email.

All bids must be submitted on the official bid submittal form in a sealed envelope. The bid number, contractor name and the property owner's name and address must be clearly written on the front of the sealed envelope. Completed bids must be delivered to the City Clerk's Office 776 NE 125<sup>th</sup> Street North Miami, FL 33161 on or before the scheduled bid date and specified time, when bids are submitted they are date and time stamped. Late bid responses will not be accepted.

## **E. CONTRACT AWARD**

The City of North Miami 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, are unsigned, or submitted in pencil may be rejected at the option of the City of North Miami.

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

1. The bid falls within the lower 10% of all responsible and responsive bids. The lowest of those will be selected. No more than two (2) simultaneous projects will be awarded to a contractor. The City reserves the right to base additional awards on demonstrated company capability and prior performance on a case-by-case basis.
2. Contractors that are late on completing a project will not be eligible to receive an additional case award.
3. All required paperwork and licenses must be up to date in order for a contractor to secure a winning bid.
4. Whether the Contractor is entitled to a Section 3 preference.

Contractors are not authorized to begin construction until they receive a Notice to Proceed from the Housing Division and the required permits are issued by the City of North Miami Building Department. Application for building permits must be made within ten days of the date the Notice to Proceed is issued.

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 Housing Division. Contractors who experience delays on two (2) successive projects will be removed from the bidder's list, unless the delays are caused by factors beyond the Contractor's control, as determined solely by the Housing Division. Delays may be grounds for suspension and or termination of individual contracts.

## **F. HOUSING PROGRAM CONTRACTS**

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

## **G. EMERGENCY CONTRACTS**

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

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

1. Remains in good standing;
2. Demonstrated ability to perform the work timely;
3. Previous work on city funded projects completed per required specifications and on time
4. Availability to respond quickly;
5. Alphabetical rotation if more than one Contractor meets the above criteria;
6. Submission of a fixed price contract for work to be completed; and
7. Ability to complete the work within the specified time.
8. Price to complete work.

## **III. PAYMENT AND CONTRACT PERFORMANCE**

### **A. DRAW SCHEDULE**

Payments for, New Construction or Rehabilitation projects will be made through a maximum of two draws according to the schedule below. Payments will be based on the amount of work completed as required in the work write-up and included on the contractor payment request form. Once received, the Housing Division will review and process the request to ensure that it meets the required draw schedule. Once reviewed, the Housing Inspector will schedule an inspection to review completed work. Payments will then either be processed, or returned to contractor for revision based on the inspection. Please note that all inspections required by the Building Department must be completed and approved before each draw inspection. The final draw will be held until any "punch list" items have been completed to the satisfaction of the Housing inspector and the owner.

The draw schedule is:

First Draw: 50%

Final Draw: 50%

## **B. CONTRACTOR PAYMENTS**

Payments to the Contractor will be made by Community Planning & Development – Housing Division whether the property is owned by the City or on behalf of the resident property owner, as applicable, in accordance with the Draw Schedule outlined in Section III A above. The Contractor is required to complete and submit the Contractor Payment Request Packet to the Housing Division. Once the completed packet is submitted to the Housing Division, the Housing Inspector will obtain the owner’s dated signature on the Payment Request. The Contractor’s Payment Request Packet is provided by the Housing Division and the packet consists of the following documents:

- Contractor’s Invoice
- Release of Liens
- Contractor’s Payment Request
- Homeowner(s) Payment Authorization
- Subcontractor’s List
- Contractor’s Payment Request Worksheet
- Certification of Completion
- Survey for Homeowner(s) to complete
- Notice of Commencement (NOC) and Notice of Termination (NOT)

Payment Packets must be typed, packets not typed will not be accepted.

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

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

1. All required inspections have been completed and passed by the Building Department.
2. A Final Inspection or C/O has been issued by the Building Department.
3. A Final Inspection has been completed by the Housing Inspector.
4. A Final Release of Lien has been signed by the Contractor.
5. All warranty information and product approval have been provided to the City.
6. The construction site is broom clean.
7. All Final Releases of Lien have been received from subcontractors.
8. Notice of Termination

**\*Contractor payments can take up to 45 days to be issued.**

## **C. PAYMENT REDUCTION**

In accordance with its project contracts, the Housing Division reserves the right to decline payment or reduce the amount of a draw to such an amount as is

necessary to protect the Owner from loss or to recover the cost incurred to correct or complete the specified work for reasons including, but not limited to:

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

#### **D. 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 Property owner, Contractor and Housing Inspector. All changes must be submitted on the Change Order Form, which is provided by the Housing Division. The form must be signed and dated by the Property owner (if applicable), Contractor, /Housing Inspector and Housing Manager. Along with the change order form, the contractor must submit a detailed description of the additional work needed and an itemized pricing to support the change order request. Any such changes are subject to the terms of the contract. Contractors must provide before and after pictures of the work associated with change order requests. Change orders are reviewed and approved by the Housing Manager 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.

#### **E.SUSPENSIONS AND DISQUALIFICATIONS:**

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

1. Self-imposed: A Contractor may disqualify him/herself before contract signing for conflicting work contracts or personal hardship.
2. Lack of Participation: A Contractor that does not participate or respond to any invitation to bid within a twelve-month cycle will be placed on Inactive Status and will no longer be sent bid information. Inactive contractors must reapply and be accepted in order to begin receiving bids again.
3. Insurance Violations: If at any time a Contractor fails to have required insurance, he/she will be automatically suspended until proof of insurance is provided. The Contractor must have insurance at all times. Changes in coverage must be reported in writing to the Housing Division and the Building Department within five (5) working days of such said change, including renewals.
4. Business License Violations: Any Contractor who has a license suspended, revoked, rejected or inactivated will be automatically disqualified. All license renewals must be current and a copy provided to the Housing Division and the Building Department.
5. Failure to Honor Warranties: Any Contractor who fails to honor a warranty from a

previous contract will be barred from future bidding for one year and must reimburse the City of North Miami for the cost of any work performed by another to correct the warranty work.

6. Default: If a Contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in Housing Division programs.
7. Willful Misconduct: Willful misconduct by Contractor, employees, or sub-Contractors while engaged in a project will not be tolerated. The Contractor may be disqualified from the program for behavior such as, but not limited to, theft, lewd or lascivious acts, foul language, public intoxication, and illegal drug use, willful destruction of owner's property or abusive behavior towards property owner or staff.
8. Contractor Negligence: Failure to adhere to building codes, construction industry standards, contract specifications, and material requirements.
9. Payment Delinquency: Failure to pay sub-Contractors or material suppliers.
10. Kickbacks/Price Fixing: Accepting kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates.
11. Brokering of work: Brokering work to another licensed or unlicensed Contractor. Anyone caught brokering work, or receiving a brokered contract will be immediately suspended and possibly be disqualified indefinitely from participating in any work program through the City of North Miami.

#### **F. LIEN WAIVERS**

The Contractor shall protect, defend, and indemnify the City of North Miami and the Property owner (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.

#### **G. INSPECTIONS**

The Housing Division reserves the right to inspect all work performed by the Contractor. The Housing Inspector will conduct regular property/site visits throughout the duration of the project. A scheduled inspection is required prior to receiving any payments. The Housing Inspector will schedule an inspection after receiving and reviewing the request for payment. No payment will be processed without completing a successful inspection with the Housing Inspector.

### **IV. PROJECT RESPONSIBILITIES**

#### **A. HOUSING DIVISION RESPONSIBILITY**

Housing Division staff prepares bid packages, awards bids, inspects construction and makes payments.

#### **B. CONSTRUCTION AGREEMENT**

The rehabilitation process will be culminated by a contractual agreement between the homeowner, the contractor and the City of North Miami. The Housing Division

will issue the Notice to Proceed and monitor compliance to the contract until completion.

### **C. CONTRACT SIGNATURES**

Only the property owner(s), the Contractor or an authorized representative for the Contractor License holder, or the Financially Responsible Officer (FRO) of the Contractor or corporate officer duly authorized by resolution may sign contract documents.

### **D. ACCESS TO PROPERTY**

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

### **E. UTILITIES**

When existing utilities are available, the Property owner 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 as part of the contract.

### **F. EQUIPMENT STORAGE**

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

### **G. PERSONAL PROPERTY**

When applicable, personal property belonging to the Property owner that remains on the construction site shall be protected and preserved throughout the duration of the project. The Contractor shall hold harmless the Property owner and City/County for any damages created by the Contractor or his/her/its affiliates during construction. The contractor will be responsible to replace or pay for damages to the owner's personal belongings or personal property caused by negligence of the contractors or subcontractors.

### **H. PROPERTY DAMAGE**

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

## **I. PERMITS AND IMPACT FEES**

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

## **J. WARRANTIES**

The Contractor agrees to honor all warranties and product approvals.

## **K. DISPUTES**

All unsettled claims or disputes between the Property owners 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.

## **V. CONTRACTOR QUALITY STANDARDS**

### **A. INSURANCE**

The Contractor agrees to carry adequate insurance coverage for liability and workers compensation as required by state law and the Building Department as well as adequate auto insurance. Any changes in insurance coverage, including renewals must be provided in writing within five working days to City of North Miami Community Planning and Development – Housing Division. 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 the Community Planning and Development – Housing Division with the City of North Miami listed as additional insured.

### **B. COORDINATION OF WORK**

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

During a federally declared emergency such as a hurricane or other natural disaster the contractor shall be responsible to secure all work being performed on the property and take all necessary precautions to secure the site and provide safety to the property owner and the contents of the project.

### **C. CODES**

The Contractor will comply with all building and code regulations and ordinances

required by the Building Department. 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 North Miami ordinances. The City shall not pay for contractors' failure to comply with current changes to the code.

#### **D. LICENSES**

Contractors must possess a valid **State General Contractor's License** or **County Certificate of Competency or Certified Residential License** 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 North Miami Community Planning and Development – Housing Division 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 North Miami Community Housing and Development – Housing Division within five (5) working days. In addition to these license requirements, contractors should have a valid driver's license.

#### **E. MATERIAL QUALITY**

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

#### **F. LABOR QUALITY**

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

#### **G. SAFETY**

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

#### **H. CLEAN-UP**

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

### **VI. COMPLETION DEADLINE**

The Contractor is required to complete all work within the time allowed as described

in the contract agreement. Extensions may be granted to the Contractor for circumstances beyond his/her control such as weather delays, natural or national emergencies, personal hardships, etc. If the work is not completed on time, the Contractor will be removed from the Approved Contractors List and disqualified from future bidding. The City of North Miami Community Housing and Development – Housing Division will determine any discipline against the Contractor on a case by case basis. Contractors that experience delays due to increment weather, natural disasters or factors outside their control must request an extension of time in writing, with supporting documentation that must be approved by the Housing Inspector and the Housing Manager.

#### **L. HOLD HARMLESS**

The Contractor shall agree to defend, indemnify, and hold harmless the Owner and City of North Miami Community Planning and Development – Housing Division 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 Property owner.

#### **M. REGULATIONS**

Contractors must comply with all state and local statutes, regulations, ordinances and policies for all projects. Federally funded projects require compliance with the Davis-Bacon Act and all other applicable laws and regulations. Contractors, who have been debarred 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 North Miami, Community Planning and Development – Housing Division, before such changes are made. If you have any questions, please call (305) 893-6511.*

***The City of North Miami Community Planning and Development – Housing Division reserves the right to amend the Contractors Policy Book at any time. Revisions will be provided to all Contractors on the Approved Bidders List.***