



City of  
Tampa

Housing and Community Development Division  
Handbook for Contractors



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## I. INTRODUCTION

The City of Tampa (City) Housing and Community Development Division (HCD) welcomes your participation in its housing assistance programs. It is our pleasure to present this Handbook for Contractors (Handbook) for projects supported in full or in part by financial assistance provided by HCD Programs to rehabilitate, newly construct, or reconstruct housing units in Tampa (HCD Programs). This Handbook applies to all new Contractors and those already included on the approved HCD Contractor List, as well as all projects as a part of each and every construction contract (Contract) entered into by a successful HCD Contractor List approved contractor (Contractor).

All Contractors providing services and/or materials are required to perform in accordance with the Contract Documents (as defined in the Contract) and this Handbook on all housing assistance program rehabilitation, construction, or reconstruction activities. Contractors and subcontractors bidding on work available through the various HCD Programs must familiarize themselves with the policies, procedures, and standards contained in this document. All Scope of Work Write Ups will refer to and incorporate this Handbook and all Contractors are expected to conform to this Handbook. Contractors are also expected to comply with all applicable Local, State, and Federal laws, including for example the Florida Building Code, Energy Star National Program Requirements, the Florida Housing Finance Corporation (FHFC) Universal Design and Visitability Manual, U.S. Department of Housing and Urban Development Housing Quality Standards, etc. Any laws that conflict with this Handbook shall supersede. The Contractor's Handbook is updated periodically, and it is the contractor's responsibility to obtain the latest version from the City of Tampa's website.

Contractors must attend a Contractor Registration Meeting scheduled by HCD as their first step toward being placed on the HCD Contractor List and then submit all required documentation for review and approval prior to inclusion on the HCD Contractor List. Contractor Registration Meetings are intended to be held twice a year (January and July) but may be held more or less often dependent upon requests received for inclusion on the HCD Contractor List. Applicants will be notified of the next Contractor Registration Meeting, based on contact information submitted. A review of all applications will be undertaken by the City and will include previous work practices. Applicants that have verifiable performance issues will not qualify to participate in the HCD housing assistance programs. Contractors that have been debarred or suspended from working on federally funded programs are not eligible to participate. Contractors currently on the HCD Contractor List are required to update their files prior to the expiration date of any license, certifications, or membership. Failure to update licenses, insurance, certifications, memberships, etc., prior to the expiration date may result in temporary suspension and/or removal from the HCD Contractor List. Attendance at a Contractor Registration Meeting and submission of a renewal application is also required at least once every two years to remain active on the HCD Contractor List.

Contractors on the HCD Contractor List will be advised of and given the opportunity to bid on various projects. Being on the HCD Contractor List, however, does not guarantee a Contractor work. The City reserves the right, at any time and without notice, to terminate or modify the Handbook and HCD Programs in its sole discretion; assign or delegate its authority hereunder to one or more third part(ies); allow specific projects to be awarded without reference to the HCD Contractor List; restrict bidding on projects through, for example, use of a rotation system. The entity responsible for a particular bid, either the City or such third part(ies) to whom the City has delegated or assigned responsibility, shall be named in a particular bid as the "Program Responsible Entity" (PRE). References in this Handbook to the City (its rights, duties, and responsibilities) shall be deemed to include or refer to such third part(ies), as applicable or as context may require.

The City encourages employment of and promotional opportunities without discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, in any form or manner against employees or applicants for employment. If you would like to become a certified minority contractor or a Section 3 certified contractor, please ask about these programs in our office.

Customer service is a very important aspect of any successful organization. **The City has high expectations for our projects and expects our Contractors to share our goals to provide exceptional customer service delivered with a high level of respect toward our customers and their property. Through teamwork and cooperation with qualified Contractors, we are providing a vital service to the residents of the City of Tampa.**

## II. BID PROCESS

### Invitation to Bid

Contractors will be sent an Invitation to Bid by email from the Program Responsible Entity (PRE). The Invitation to Bid will include instructions to bidders, the property location, homeowner's name, initial Scope of Work Write Up, date and time of the mandatory Pre-Bid Walk Through, bid response date, and bid opening date. Contractors must attend and sign in at the mandatory Pre-Bid Walk-Through to be eligible to bid. Bids are by invitation only. Except as specifically stated herein, bids from unsolicited bidders will not be considered.

### Pre-Bid Walkthrough

The purpose of the Pre-Bid Walk Through is to walk through the project site, review the Scope of Work Write Up provided in the Invitation to Bid and discuss specific details and methods with the homeowners and the Program Construction Contact (PCC). Changes, additions, deletions, and refinement of work details or the scope may be made during the Pre-Bid Walk Through. The Pre-Bid Walk Through is the first opportunity for Contractors to meet the homeowners, examine site conditions which may affect the work, and take measurements necessary to quantify Bids.

The Pre-Bid Walk Through will start promptly at the time specified in the Invitation to Bid. Contractors are required to sign in. Contractors who arrive late (as determined by the PCC) or fail to attend will not be allowed to sign in and will not be eligible to bid. Contractors may not begin to inspect the home or construction site before the PCC arrives and the Pre-Bid Walk Through officially starts. **After pre-bid walkthrough, Contractors shall have no more contact with the homeowner until the bid is awarded.** Any questions about the home related to generating a bid are required to be directed to the Project Sponsor. Direct contact with a homeowner after the pre-bid walkthrough will result in the Contractor not being able to bid that job.

Any changes to the Invitation to Bid will be reviewed at the end of the Walk Through to ensure that Contractors have noted all changes discussed during the Pre-Bid Walk Through for bid consistency. Prior to the bid opening date, you will receive a final Scope of Work Write Up. Please use this final version when submitting a bid. Once the work is awarded, there will not be any changes made to the Scope of Work Write Up unless required by the building department. Failure to bid according to the final Scope of Work Write Up may result in disqualification of a bid.

### Bid Submission

Submission of a Bid shall constitute an acknowledgment by the bidder that bidder has thoroughly examined and is familiar with the project site (Project Location), jurisdictional requirements, and all matters pertaining to the proposed work as set forth in the bid documents (Bid Documents), including without limitation the final Scope of Work Write Up, subject to this Handbook and Contract, the form of which is as substantially set forth in this Handbook. The failure or neglect of a bidder to examine the site(s) of the work shall in no way relieve bidder of any obligations with respect to the Bid Documents. **No claim for additional compensation will be allowed due to lack of knowledge of the Bid Documents, Work Contract, Contractor's Handbook, or a lack of a reasonable knowledge gained through examination of the site(s) of the work.** The Contractor acknowledges the performance requirement established in the Bid Documents and warrants that all work undertaken will conform to said specifications.

The Contractors are cautioned to bid only on indicated items and to not add any line items to the Scope of Work Write Up. Neglect in following instructions will result in a bid being rejected. Except for changes included in the final Scope of Work Write Up issued shortly after the Pre-Bid Walk Through, changes to the bid will be done by issuance of one or more subsequently revised Scope of Work Write Up. Any requests for substitutions of specified proprietary items must accompany the bid submittal and shall include: the manufacturer's specifications; full installation instructions and warranties. Any such substitutions found acceptable shall be incorporated into the Contract.

Bids should be submitted on the Bid Response Form provided. Bids are required to be submitted under a condition of irrevocability for a period of 60 days after submission. All bids must be typed or written in ink. All signatures must be original, manual and in ink. Bid submissions must include all required information, including but not limited to: Bid Price, Unit Prices requested, Subcontractor information requested, Subcontractor credentials requested, Product data requested, etc. All bids and bidders must be responsive and responsible. Failure to submit all documents can void a Bid. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain mathematical errors, erasures, alterations, or irregularities of any kind may be rejected.

Once a Contractor is selected, he/she must accept and complete the project for the cost that was bid. It is bidder's sole responsibility to make sure its bid is without errors. However, the City has the option, but not the obligation to correct mathematical errors, in whole or in part.

Bid submittals shall become available for inspection thirty (30) days after the bids are opened or the notice of award is posted, whichever occurs first. If all bids are rejected the documents will remain exempt from public disclosure until the notice of award is posted for the rebid or thirty (30) days after the receipt and opening of the bids from the rebid, whichever occurs first.

### **Contract Award**

Bids will be reviewed in consultation with the Owner(s), if available and applicable, to ensure that all mandatory work is included, conforms to program specifications, and is at a cost reasonable for the project. Bids that are unresponsive, unreasonable, inaccurate, and/or contain incorrect totals may be rejected at the option of the Owner(s) and/or the City or as may be required by any involved state and/or federal agency. Prior to award, bids will be evaluated in two phases as more particularly described in the Instructions to Bidders.

Contractors are not authorized to begin work until they receive a written notice to proceed.

Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the agency if the delay is within their control. Contractors who are delayed in completing a project may be removed from the HCD Contractor List and shall be removed if delayed on three (3) successive projects, unless the delays are entirely due to factors beyond the Contractor's control.

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

- Bidder is a responsible eligible Contractor, on the HCD Contractor List, in good standing, and all requirements (including active license, current certifications, if applicable and insurance) are up to date.
- The bid is the lowest responsive bid.
- Bid amount does not exceed 10% above or 10% below the estimated bid price as determined by the PCC.
- Bidder is approved by the Owner(s).

Simultaneous projects will be awarded based on demonstrated company capability on a case-by-case basis using the following criteria: (a) remains in good standing; (b) demonstrated ability to perform the work, including without change

orders or delays; (c) ability to respond quickly; (d) **no Contractor may have more than three (3) projects at one time unless approved by the City.**

**The right to limit the number of jobs awarded to any Contractor due to delays, excessive change orders, disputes with Owner(s), capacity, compliance with this Handbook, and/or performance is expressly reserved.**

If none of the bids are within the acceptable bid range, the right to reject all bids, choose the lowest responsible bidder or to have the project sent out for rebid is reserved. The right to accept, cancel, or reject any and/or all bids, or request a re-bid and to waive any or all irregularities is also reserved.

The winning Contractor must be approved by the Owner. If the Owner disapproves of the winning Contractor, the bid may be awarded to the next lowest responsible bidder who also meets the criteria. A project is not awarded until a contract is signed by the Owner. Owner has a right to request the use of a specific Contractor; however, the Contractor must (i) meet all criteria of those accepted to the HCD Contractor List, (ii) attend the Pre-Bid Walk Through, (iii) bid the project, and (iv) be the lowest responsible bidder.

### **Subcontractors**

If the Contractor employs subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law. Subcontractors hired shall be subject to the same requirements that apply to the Contractor awarded the work, including this Handbook. The Contractor shall ensure that all applicable provisions are included in their contracts with the respective subcontractors. Subcontractors that the Contractor intends to use for a project shall be identified prior to Contractor commencing construction and listed as an exhibit to the Construction Contract.

The Contractor shall not hire the Owner or any family member of the Owner to perform work on a project awarded subject to this Handbook.

### **Pre-Construction Conference; Contract Signing**

The City will schedule a meeting (pre-construction conference) between the City, the Owner, and the Contractor. The Owner and Contractor will be notified of the date and time of the pre-construction conference. All Contractor's licenses, any applicable certifications and insurance shall be up to date prior to the pre-construction conference.

The pre-construction conference may take from 1 to 2 hours and must be attended by the Contractor. The Contractor will be provided with a Notice to Proceed at the pre-construction conference. Contractors are not authorized to begin work until they receive a Notice to Proceed.

At the pre-construction conference, the City will review with the Owner the terms of the contract between the Contractor and Owner and any other documents to be executed by the Owner. The Contractor shall provide a list of all subcontractors that are scheduled to perform work on the job in the form provided, which shall be made a part of the Contract. The meeting should address important items such as storage and protection of the Owner's personal items, who pays for utilities, the prohibition against the contractor performing work outside the scope of work authorized, the process for change orders, and clarification of whom the Owner and Contractor should contact in the event of a dispute.

Contractors are encouraged to bring samples of paint colors, Formica, tiles, fixtures, roof shingles and other materials to the pre-construction conference for selection by the Owner. This is also the Contractor's opportunity to ask clarifying questions related to the project, provide contact information to the Owner, and discuss working hours and the order of the work to be performed.

**Review of Award Decision (Protest)**

Only individuals or entities on the HCD Contractor List who submitted a bid proposal for a specific project and have a substantial interest in the award will have standing to request a review of a specific bid award decision (Award Review Request).

All Award Review Requests, for a specific bid, must be submitted in writing to the Program Responsible Entity for the particular bid. Award Review Request must be submitted to the address for Bid Review Requests stated in the Invitation to Bid for the particular project. This must be done within two (2) working days from and after the notice of intent to award is posted. It is a bidder’s responsibility to ascertain whether a notice of intent to award is posted and to file any protest within the 2-day period. A “working day” or “business day” is defined as 8:00 a.m. to 4:30 p.m. local time Monday through Friday, with the exception of recognized holidays.

A written Award Review Request shall include the following:

- bidder’s contact information (name, postal and email address, telephone number),
- a concise statement indicating the grounds for its dissatisfaction with the decision
- any documentation and/or information it deems relevant,
- a statement of the specific action requested signed by an authorized agent of bidder.

Once received an Award Review Request may not be added to or supplemented. A proper Award Review Request will be reviewed by the Program Responsible Entity (PRE) and the City of Tampa HCD Manager. A decision will be communicated to the requesting party within three (3) working days of protest receipt. The decision will be final.

**III. PAYMENT AND CONTRACTOR PERFORMANCE**

**Draw Schedule**

All payments to the Contractor shall be by check to the Contractor. The Contract Price will be paid in no more than three (3) draws against the total sum of the Contract Price as work is invoiced, completed, inspected, and approved by the Owner and City. The Contractor will schedule an inspection with the PCC 24 hours in advance and will inform the PCC of items Contractor would like to be inspected. NOTE: All inspections required by the City of Tampa Permitting Department must be complete before each draw inspection. The final draw will be held until the punch list has been completed, if applicable.

The draw schedule will be as follows:

First Draw (at 25% complete):	40% of the Contract Price
Second Draw (at 50% complete):	30% of Contract Price
Final Draw:	30% of the Contract Price

**Contractor Payments**

Payments to the Contractor will be made on behalf of the Owner in accordance with the draw schedule outlined above. The Contractor is required to complete and submit the Contractor Payment Request Form to the PCC. The Contractor will obtain the Owner’s dated signature on the Payment Request before submitting it to the PCC.

Lien Waivers will be signed by the Contractor before a draw is released. This will be required for every draw, without exception. All required inspections must be made before a draw is released. This includes but is not limited to an inspection by the PCC and Construction Services Division.



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

- ✓ All required inspections have been completed and passed by the Construction Services Division.
- ✓ A Final Inspection or C/O has been issued by the City's Construction Services Division if required.
- ✓ A final inspection has been completed by the PCC.
- ✓ The Final Punch List has been completed and signed by the Owner, Contractor and PCC, if applicable.
- ✓ A Final Release of Lien has been signed by the Contractor.
- ✓ All warranty information has been provided to the Owner.
- ✓ The construction site is clean and ready for occupancy.
- ✓ All Final Releases of Lien have been received from subcontractors.

### Payment Reduction

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

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

When the above conditions have been corrected or resolved to the satisfaction of the City and/or PRE, payments may be resumed or otherwise addressed as appropriate.

### Change Orders

If, during its performance of the Contract, Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from the PRE and City.

**The Contractor agrees that no alteration of materials or labor described in scope of work attached to the Contract shall take place unless in writing and mutually agreed upon by the Owner (if applicable), Contractor, and the PRE.** All changes in the work must be submitted on the Change Order Form provided within this Handbook, signed, and dated by the Owner (if applicable), Contractor, and the Program Construction Contact named in the Contract and authorized by the head of the PRE. Any changes made will be subject to the Contract, incorporated into the project; and subject to the same requirements, policies and procedures as described in this Handbook. **Any work performed by the Contractor not specifically stated in the Contract or expressly approved by a written Change Order will not be paid.**

**Requests for extensions of time must be submitted in writing on the Change Order Form provided within this Handbook, justifying project delays and submitted prior to the existing contract deadline. Requests for extensions of time will be approved only for circumstances beyond the Contractor's control that can be documented and supported by the Contractor.** Contractors will be assessed a penalty for each calendar day they are delayed beyond the Contractor deadline unless approved through a written Change Order. Any changes made will be subject to the Contract, incorporated into the project, and subject to all program requirements, policies and procedures as described in this Handbook.

### Lien Waivers

The Contractor shall protect, defend, and indemnify the City, any other Program Parties (as defined in the Contract), and the Owner from all claims of unpaid work, labor or materials. The Contractor must sign a waiver and 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 waivers and releases of liens from its subcontractors, material suppliers, and any other affiliates associated with said project.

### **Inspections**

The right to inspect all work performed by the Contractor at any time during the project for Handbook compliance is expressly reserved. Prior to any draw request, Contractor is required to schedule an inspection to confirm all work has been completed to Handbook standards and the satisfaction of the City, as Owner's lender, in its discretion. The Contractor will schedule such an inspection twenty-four (24) hours in advance of the desired inspection time by calling the PCC at the contact number provided in the Contract Documents. If a Contractor schedules an inspection with the PCC and the work to be inspected is not complete, acceptable to Lender, or does not otherwise meet Handbook standards, **then Contractor will thereafter be required to pay a re-inspection fee prior to any re-inspection being scheduled.** Re-inspection fees shall be at Contractor's sole cost by cashier's check or money order made payable to the appropriate re-inspecting entit(ies) and should be provided to the PCC, who will upon receipt schedule a re-inspection appointment. Such successful inspection is a condition precedent to any draw request.

Additionally, Contractor shall be solely responsible for securing all other required inspections, including by the City of Tampa Construction Services Division, which shall also be completed before each draw inspection, including performing and paying for any remedial measures such as having to uncover work not inspected prior to cover up.

### **Project Responsibilities**

1. Construction Contract (Contract): The contract for construction services is between the Contractor and the Owner (homeowner) and is executed by the parties at the pre-construction conference. The City and/or its assignee(s) may directly or indirectly (through the PRE or otherwise) prepare bid packages, inspect construction, make payment on behalf of the Owner, and may directly or indirectly be the beneficiary of certain Contract provisions without being a party to the Contract.
2. Access to Property: All parties involved in the construction process shall have access to the property during reasonable hours. Because the Owner continues to occupy the property during construction, work shall be carried out only between the hours of 8:00 am and 6:00 pm (local time) Monday through Friday unless other hours or weekend work is first approved by the Owner in advance and in writing. The Contractor is required to give the Owner at least one day (24 hour) notice when scheduling appointments to visit a home, except in the case of emergency assistance or repair.
3. Respect of Persons and Property: Contractor shall always be respectful and courteous to the Owner. If issues develop that need resolution, the Contractor is to call the PA Contact at the contact number provided in the Contract and inform them of the situation. The home, property, and surrounding area must be cleaned of all construction and/or demolition debris on a daily basis and upon job completion.
4. Utilities. When existing utilities are available, the Homeowner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted. It is the Contractors responsibility to locate and mark all utilities prior to the start of construction.
5. Equipment Storage: Contractor and subcontractors will be solely responsible for the security of their equipment, tools, and materials on the construction site. The Owner (if applicable), the City, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. Contractor shall not store equipment and materials on said property that is not used for the work described in the Contract.
6. 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 Owner and

the City, its employees, or affiliates for any damages created by the Contractor, its employees, affiliates, or subcontractors during construction.

7. Property Damage: Contractor will be held liable for all property damage caused by his/her employees, equipment, tools, subcontractors, material suppliers, or any other affiliates contacted by the Contractor to do business on the construction site. Contractor shall always make every effort available to avoid damages to the Owners property. Any damage sustained to the property or its contents must be reported immediately to the Owner and the Program Admin. Contact named in the Contract.

8. Permits, Accelerated Permitting Letters, and Impact Fees; Intellectual Property Rights: Contractor will secure, at his/her own expense, all necessary permits, impact fees, royalties, license fees, 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 subcontractors do the same. Contractor shall post a copy of the permit at the project construction site as required by the applicable City of Tampa department or division.

Contractor shall be responsible for posting on the Property a certified copy of the Notice of Commencement or notarized statement that the notice of commencement has been filed for recording along with a copy thereof posted on the Property.

A project may be eligible for an accelerated permitting letter from the City. It is Contractor's responsibility to confirm with the City's Housing and Community Development Division (813-274-7954) whether a particular project is eligible to receive this letter. If a project is eligible and a Contractor does not take advantage of this opportunity for any reason, including failing to confirm if a project is eligible, any delay associated with the permitting process shall be at Contractor's sole cost, including possible liquidated damages.

9. Warranties: Contractor agrees to warrant all labor and materials used during construction for the period of one (1) year from the date of completion or final payment whichever is later, except for new roofs or roofing replacements and/or termite treatments which shall be instead guaranteed for a period of five (5) years from such date ("Warranty Period"). Any and all extended warranties beyond one year shall be provided to the Homeowner at the completion of the contract. These warranties will consist of appliances, HVAC, plumbing fixtures, electrical fixtures, roofing, garage doors and openers, windows and doors, hardware, paint, flooring, cabinets, etc. If a warranty issue should arise within the Warranty Period, the Contractor is expected to respond within 72 hours for non-emergency and within 24 hours for emergencies to resolve the issue. If the Contractor fails to respond to, and remedy a warranty issue, Contractor will be disqualified from the program for one year and must reimburse the City for any work contracted to correct the warranted work. Such costs may be recovered from any amount due or owing Contractor with regard to the project or under any other agreement between Contractor and Owner or Contractor and the City.

10. Disputes: All unsettled claims or disputes between the 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.

11. Room Completion: As Contractor completes areas during the course of the project, the Owner may use such area(s) for their personal use. If any damages occur to a completed area occupied by the Owner during rehabilitation, the Owner will be held liable for such damages.

## Contractor Quality Standards

1. Insurance: At its sole cost, Contractor must carry insurance (and require that its subcontractors carry insurance) as stated in the City of Tampa's Schedule of Insurance Requirements. Any changes in Contractor's insurance policies, including changes in coverages, cancellations, or renewals, must be provided in writing within five (5) working days to the PA Contact. HCD certified contractors are required to submit proof of insurance annually to remain on the approved contractors list.
2. Coordination of Work: Contractor is responsible for the coordination of all work described in the contract and 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 Owner's property.
3. Codes: Contractor will comply with all building and code regulations and ordinances required by the Construction Services Department. 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 applicable ordinances.
4. Licenses: Contractors must possess a valid State of Florida Occupational License issued by the Department of Business and Professional Regulation, and any additional licenses required by the Construction Services Department to obtain a permit. Required documents must be on file with the HCD and the Construction Services Department. Any changes, including renewals, must be submitted within 5 working days of such said change. Any violations or discipline against the Contractor must be reported in writing to HCD within five (5) working days. Proof of current license is required to be submitted annually to remain on the HCD approved contractor's list.
5. Material Quality: 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 Quality Compliance Specialist in writing before installation. All materials used by the Contractor are subject to inspection.
6. Labor Quality: All labor furnished by the Contractor or subcontractor 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 Contractor's associates will be inspected by the PRE and is expected to conform to the Contract, building codes and professional work ethics.
7. Safety: 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 ensure safety for the workers and Owner. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a secure location, to prevent accidents.
8. Temporary Sanitary Facilities: Contractor shall not use the Owner's restroom facilities. Contractor may provide and maintain temporary toilet facilities or utilize off site facilities, except if such facilities are required by the Scope of Work Write Up to be provided for Owner's use. Contractor maintains sole responsibility for (i) the security of temporary toilet facilities and (ii) the clean and sanitary condition of the temporary toilet facilities on a daily basis.
9. Clean-Up: Contractor shall keep the property and surrounding area clean and orderly and free from waste materials, trash or debris associated with Contractor's on a daily basis; prior to such daily removal same shall be kept in a dumpster or other approved receptacle provided by Contractor at Contractor's cost. The home must be left "broom clean" each day. No unsafe conditions shall be left overnight. If a roof is to be installed, Contractor shall surround the home with tarp(s) sufficient to catch any roof-related materials, nails, trash, or debris, which tarp shall be cleaned daily. Upon completion of the Work, Contractor shall carry out a "final clean" including removing from the property and

surrounding area all waste materials and debris together with any Contractor/Subcontractor tools, equipment, machinery, and surplus items; vacuuming of all interior work areas; removing all visible dust, stains, labels, and tags; and cleaning all windows impacted by the work.

10. 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 Contractor's 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 HCD Contractor List and disqualified from future bidding. Liquidated Damages will occur per day at the amount stated in the Contract for each day starting from the original completion date. The City 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 through the Change Order process.

11. Hold Harmless; Independent Contractor; Hire Restrictions: Contractor shall by its participation in the HCD Programs, agree to the maximum extent allowed by law: (i) to defend (with counsel of the City's choice), indemnify, and hold harmless Owner together with the City and other Program Parties and any involved state and/or federal funding agency, their respective elected or appointed officials, departments, officers, employees, volunteers, agents, and representatives from liability and claims for damages because of bodily injury, death, property damage, sickness, disease, theft, or loss arising out of or related to the HCD Programs, a particular Contract, and a Contractor's participation in the HCD Programs, and from any negligent or intentional acts of Contractor and those claiming by or through Contractor and (ii) that any expenses arising from Contractor's performance under a Contract shall be at Contractor's cost. Contractor shall act in the capacity of an independent Contractor with respect to the Owner. The Contractor shall not hire the Owner or any family member of the Owner to perform work on a project awarded subject to this Handbook. Contractor agrees its defense obligation is separate from its obligation to indemnify and save harmless.

12. 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.

13. Evaluation: Contractor acknowledges that the City may seek comments and evaluations from Owners, subcontractors, or others involved in the project and that these evaluations may result in Contractor's suspension or removal from the HCD Contractor List.

14. Lead Based Paint: Contractor is prohibited from using (and shall see that its subcontractors are prohibited from using) lead-based paint. A Contractor performing renovation, repair and painting projects that disturb lead-based paint in homes built before 1978 must be an EPA Lead Certified Renovator. During renovation, lead-safe work practices must be followed in compliance with 40 CFR 745 and the US EPA Lead Renovation, Repair, and Painting Rule, including work-area containment to prevent lead paint dust and debris, and minimizing exposure to lead paint hazards by thoroughly cleaning the site after project completion. These lead safe steps must be verified by an individual who has received the EPA Lead Renovation, Repair and Painting certification. Proof of certification is required to be submitted annually to remain on the HCD approved contractor's list.

Applicable definitions: (a) "Lead-Based Paint" means paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. (b) "Lead-Based Paint Hazard" means any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects. (c) "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)].

**Materials and Specifications (Scope of Work Write up)**

The materials and specifications for each Project shall be as provided in the Scope of Work Write-Up.

**Separate Contracts**

Contractor acknowledges that the Owner does not reserve or have the right to award other contracts while the Contract is underway. All construction work will be limited to the work specified on the work write up to be performed by the Contractor and Contractors’ subcontractors. Contractor shall notify the HCD Manager if other work is being performed at the site. Contractor cannot enter into any contract (written or oral) with the Owner for work other than what is specified on the work write up during the term of this Contract.

**Handbook/ Program Modifications or Revocation**

HCD reserves the right to amend or revoke this Handbook and its subject program at any time. When doing so, we will provide written notice of changes. Revisions will be effective upon publication on the City’s website. Contractors are responsible for confirming they have the most recent version of this Handbook.

Sample forms are provided as part of this Handbook for illustrative purposes only; accordingly, the actual forms used may be changed from time to time in HCD’s sole discretion without notice and shall be binding upon each Contractor as applicable. It is strongly advised that they be carefully reviewed by Contractor and those advisors – financial or legal – it deems necessary prior to Contractor’s use and/or specific execution.

**IV. HCD CONTRACTOR LIST**

**Procedures for HCD Contractor List Application**

Contractors interested in the HCD Contractor List must attend a Contractor Registration Meeting scheduled by HCD as their first step toward being placed on the HCD Contractor List. Contractors will be required to sign in. Contractors who arrive late (as determined by the City) or fail to attend will not be allowed to sign in and will not be eligible to apply to the HCD Contractor List. All Contractors who have attended the Contractor Registration Meeting and wish to apply shall – within thirty (30) calendar days of the Contractor Registration Meeting date or such later date as HCD may communicate during the Contractor Registration Meeting – complete a Contractor Application together with all required documentation to for review and approval prior to:

City of Tampa  
Housing and Community Development Division  
Attn: HCD Manager  
4900 W. Lemon Street  
Tampa, FL 33609

Contractors will be informed of their application’s approval or denial when HCD publishes the HCD Contractor List on its website.

**Approval/Denial of Application**

Contractors shall be informed of the approval or denial of their application for placement on the HCD Contractor List when HCD publishes the HCD Contractor List on its website. Such publication shall occur within sixty (60) calendar days of the deadline set for HCD’s receipt of Contractor applications.

## **Appeal of Denial of Application**

In the event a Contractor's HCD Contractor List application is denied, and the Contractor is dissatisfied with such decision, the Contractor shall submit a written notice of its dissatisfaction to the HCD Manager's immediate superior within the City (the "reviewing official") no later than fifteen (15) calendar days from the date of the HCD Manager's publication of the HCD Contractor List on its website. Such written notice of dissatisfaction shall include the Contractor's contact information (name, postal and email address, telephone number), a concise statement indicating the grounds for its dissatisfaction together with any documentation and/or information it deems relevant, a statement of the specific action requested, and it shall be signed by an authorized agent of Contractor. Notices of dissatisfaction not timely received or not conforming with the foregoing will not be reviewed.

The reviewing official shall within thirty (30) days of receipt of the Contractor's written notice of dissatisfaction render his or her opinion, notifying the Contractor in writing thereof. The opinion of the reviewing official shall be final. Denial of an application does not prohibit a Contractor from applying when future opportunities are offered.

## **Suspension (Inactive Status) or Removal from HCD Contractor List**

Decisions or determinations to suspend or remove a Contractor from the HCD Contractor List shall be in the HCD Manager's sole discretion and may further, at the HCD Manager's option be barred from future bidding, removal from the HCD Contractor List, and/or barred from one or more City programs and/or terminated from any or all active Contracts. Grounds for suspension or removal (or Contract termination) include, but are not limited to the following (specific remedies or penalties specifically described below may be waived, modified, amended, or substituted with any other in the HCD Manager's discretion):

Lack of Participation: A Contractor that does not participate or respond to an invitation to bid within a twelve-month cycle will be removed from the HCD Contractor List, will no longer be sent bid information, and must reapply.

Contractor Registration Meeting; Renewal Application: If an active HCD Contractor List Contractor fails to attend a Contractor Registration Meeting and/or fails to submit a renewal application at least once every two (2) years, the Contractor will be removed or suspended as appropriate.

Handbook Violation: If a Contractor is found to be in violation of the Rules, Regulations, and Specifications for the Contractor, the Contractor will be subject to suspension from active status by the HCD Manager and not permitted to bid on projects until violations are corrected. For repeated and / or multiple infractions of this Handbook, including items in this subsection D, entitled Suspension (Inactive Status) or Removal from the HCD Contractor List, the HCD Manager may suspend a Contractor's active status for a period of up to one (1) year or if removed, the Contractor will not be permitted to participate in the program for the foreseeable future, as described in more detail below in Section K.

Insurance Violations: If at any time a Contractor fails to have required insurance, the Contractor will be automatically suspended until proof of insurance is provided.

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 City. A Contractor will be temporarily suspended if licenses are permitted to expire or renewal information is not provided to the City. Contractor will remain suspended and not permitted to Bid on projects until all required documentation is submitted. If not timely provided, Contractor may be removed from the HCD Contractor List and/or terminated from one or more of a Contractor's active Contracts.

Failure to Honor Warranties: Any Contractor who fails to honor a warranty from a previous contract will be removed from the HCD Contractor List and must reimburse the cost of any work done to correct the work to honor the warranty.

Such costs may be recovered from any amount due or owing Contractor with regard to the project or under any other agreement between Contractor and Owner or Contractor and the City. If another City-approved contractor has to be paid to satisfy the warranty work of the contract, payment from original Contractor is owed to the Project Sponsor within 15 calendar days. If payment is not received within 15 calendar days, a lien may be placed against the original Contractor by the City of Tampa.

Default; Dispute: If a Contractor defaults or does not complete an assigned project, Contractor may be disqualified indefinitely from participating in this and other City programs. If the Contractor enters into a dispute with the Owner or the City, the Contractor may be suspended from active status and not permitted to bid on projects until the dispute has been resolved.

Willful Misconduct: Willful misconduct by Contractor, employees, subcontractors, or those otherwise allowed on the property by or through Contractor's authority while Contractor is engaged in the project will not be tolerated. The Contractor may be disqualified from the program for allowing behavior such as, but not limited to theft, lewd or lascivious acts, foul language, public intoxication, illegal drug use, willful destruction of owner's property or abusive behavior towards property owner or staff.

Contractor Compliance: Contractors that do not adhere to building codes, construction industry standards, contract specifications, and material requirements will be removed from the HCD Contractor List and must reimburse the City for the cost of any work performed to bring the work into compliance. Such costs may be recovered from any amount due or owing Contractor with regard to the project or under any other agreement between Contractor and Owner or Contractor and the City. While working through issues of non-compliance, the Contractor will be limited in how many jobs they can be working on consecutively, if any and/or will not be able to bid on additional jobs during the process of remediation.

Unsatisfactory Performance: If a Contractor receives three (3) written complaints, three (3) unsatisfactory/poor evaluations, one (1) or more Letters of Non-Compliance from HCD Manager, or any combination thereof in any given 6-month period, the Contractor will be subject to suspension and/or removal from program's approved contractor's list by the HCD Manager. If suspended, the Contractor will not be permitted to Bid on projects until the Contractor provides positive resolution to the negative issues, in writing. If a Contractor is being reviewed for work performance or ethical concerns, the Contractor may be suspended from active status and not permitted to Bid on projects until the review is completed. If removed, the Contractor will not be permitted to participate in the program for the foreseeable future.

Payment Delinquency: Failure to pay subcontractors or material suppliers without cause automatically disqualifies the Contractor from the program.

Kickbacks/Price Fixing: Any evidence of kickbacks or price fixing by or between Contractors, its employees, officers, owners, agents, partners, representatives, or any other affiliates will automatically disqualify the Contractor indefinitely.

Brokering of Work: No person or persons, shall broker a Contract or any Contract 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.

Suspension, penalty, or removal shall be immediate upon the date of the HCD Manager's written decision to the Contractor. The length of a suspension or removal period will be stated in the written decision. Once suspended or removed, a Contractor may not reapply to the HCD Contractor List for the period of time stipulated.

#### **Voluntary Withdrawal from HCD Contractor List**

A Contractor has a right to voluntarily withdraw its name from the HCD Contractor List at any time by sending a written request to withdraw from the HCD Contractor List to the attention of the HCD Manager.



The HCD Manager has the right to bypass a Contractor on the next bidding cycle due to excessive workload, time commitment issues, performance issues, etc., without affecting the Contractor's active status on the HCD Contractor List.

The Contractor has the right to withdraw from a bid prior to the signing of a Contract or disqualify itself before Contract signing due to conflicting work, other contract, or personal hardship. However, if the winning Contractor refuses to accept the project, enter into Contract, or refuses to complete the Project; the HCD Manager reserves the right to any remedies noted in subsection D above, entitled Suspension (Inactive Status) or Removal from the HCD Contractor List.

**Appeal of Suspension (Inactive status), Removal, or other Action**

In the event a Contractor is suspended or removed from the HCD Contractor List or the City takes other action as noted in subsection D above, entitled Suspension (Inactive Status) or removal from the HCD Contractor List, and the Contractor is dissatisfied with such decision, the Contractor shall give written notice to the HCD Manager of its dissatisfaction together with any documentation and/or information it deems relevant within ten (10) calendar days from the date of the HCD Manager's written notice of suspension or removal. Upon receipt of the Contractor's written notice (and documentation and/or information, if submitted), the HCD Manager shall deliver same to the Director of Planning and Development (or successor officer) who shall within five (5) working days review and render a decision, notifying the Contractor in writing thereof. The Director of Planning and Development's response will serve as a final determination.

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## V. SCHEDULE OF INSURANCE REQUIREMENTS

In consideration for the City of Tampa, Florida (City) processing Applicant's HCD Contractor List Application (Application), each Applicant (sometimes Contractor) agrees to carry and maintain at Applicant's sole cost insurance coverage prior to commencing and unbroken during the course of any work awarded as a result of the Application under any agreement (Contract) with one or more project (home) owner(s) (Owner) together with any project-specific supplementary provisions or additional coverage or minimum limits as may be deemed appropriate by the City and/or Program Responsible Entity (PRE), as defined in the Handbook, in consultation with the Owner. These are only the minimum limits required and do not in any way represent or imply that such coverage is sufficient to adequately cover the liability involved. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under any particular Contract.

The full coverage and limits afforded under your policies of insurance shall be available to the City, PRE, and Owner and these requirements shall not in any way act to reduce coverage that is broader or exclude higher limits than those required. Applicant's insurance obligations shall be the greater of: 1—all the insurance coverage and limits carried by or available to the Applicant; or 2—the minimum Insurance requirements of this Schedule; or 3—as shown in any particular Contract. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City, PRE, and/or Owner. Prior to commencing work under a Contract, Contractor shall provide the PRE with Certificates of Insurance (COI) together with all required endorsements and a copy of the Declarations and Endorsement Page listing all endorsements. A right to from time to time require full-certified copies of all insurance coverage and endorsements is reserved to the City, PRE, and Owner. Regardless, the receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, PRE, or Owner, their respective employees, representatives, and agents, which indicate less coverage than required shall not constitute a waiver of Contractor's obligation to fulfill these requirements.

### ADDITIONAL REQUIREMENTS

Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best rating of no less than **A-: VII**, unless otherwise acceptable to the City and the individual project owner(s).

Additional Insured - Project owner(s), any applicable state or federal funding agency together with the PRE and the City, their respective elected officials, departments, officers, officials, employees, representatives, and volunteers together with, as applicable, any associated lender of the project owner(s) as applicable shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided by endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

Waiver of Subrogation - **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City and the individual project homeowner(s) for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City, individual project homeowner(s), and any federal or state agency required are additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances - The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

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## MINIMUM SCOPE AND LIMITS OF INSURANCE <sup>1</sup>

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis, including premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate. General aggregate limit shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles, with limits no less than \$500,000 combined single limit each occurrence bodily injury and property damage. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. Worker's Compensation (WC) as required by the State of Florida, with statutory limits.

D. Employer's Liability Insurance with minimum limits of \$1M each employee and \$1M per accident for bodily injury by disease policy limit.

E. Builder's Risk (Course of Construction) and/or Installation Floater. Builder's Risk coverage with limits equal to the completed value of the project. Installation Floater only when Builder's Risk will not respond to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by Contractor (including off-site storage, transit and installation) at full replacement value. Both must be "All Risk" form have no coinsurance penalties, eliminate the "occupancy clause", cover Contractor (together with its subcontractors and suppliers), and name the City and the individual property owner(s) as a Loss Payee.

F. Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1M per occurrence or claim, and \$2M policy aggregate.

G. Excess (Umbrella) Liability Insurance may compensate for a deficiency in CGL, AL, or WC

<sup>1</sup>"M" indicates million(s), for example \$1M is \$1,000,000

**VI. SAMPLE FORMS AND DOCUMENTS**

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A. Contractor Application - SAMPLE

**HCD CONTRACTOR LIST APPLICATION**

The City of Tampa is seeking to pre-qualify individuals or entities interested in performing rehabilitation and other work on state and federal grant and loan-funded projects (Projects) subject to its Housing and Community Development (HCD) Rehabilitation Programs Handbook for Contractors (Handbook) that may be viewed at [www.tampagov.net/hcd](http://www.tampagov.net/hcd).

Date of Application: \_\_\_\_\_

This is a:  new application  renewal application  reinstatement application

I. General Information

Name of Applicant: \_\_\_\_\_

Applicant is:  Individual  Partnership\*  Joint Venture\*  LLC  Corp.  Other: \_\_\_\_\_

Applicant's Fictitious Name (if any): \_\_\_\_\_ Year your business was started? \_\_\_\_\_

Applicant is organized under the laws of:  State of Florida  Other. \_\_\_\_\_

Applicant's FDOS (SUNBIZ) Doc. No.: \_\_\_\_\_ Federal Tax ID No. (FEI/EIN): \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

Street Address	City	State	Zip Code
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Applicant Contact Name\*\*: \_\_\_\_\_ Email: \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Has your business operated under any other name?  no  yes. If yes, list all prior business names and dates you operated under those names: \_\_\_\_\_

Is your business currently for sale or involved in a transaction to expand or beacalm acquired by another entity?  no  yes  
If yes, please explain: \_\_\_\_\_

Describe the services your business offers: \_\_\_\_\_

II. Certifications, Registrations, Credentials, and Education

Provide the Florida license numbers of all Licenses your business holds.

General Contractor License No.: \_\_\_\_\_ HVAC Contractor License No.: \_\_\_\_\_

Budding Contractor License No.: \_\_\_\_\_ Roofing Contractor License No.: \_\_\_\_\_

Electrical Contractor License No.: \_\_\_\_\_ Lead Paint Abatement License No.: \_\_\_\_\_

Plumbing Contractor License No.: \_\_\_\_\_ Asbestos License No.: \_\_\_\_\_

List all other licenses or permits your business possesses that are applicable to your business performing its services: \_\_\_\_\_

Describe any specialized experience, certification, and/or education of your businesses' current staff: \_\_\_\_\_

***Attach a copy of all licenses, permits, credentials, or certifications noted above.***

\* If a Partnership or Joint Venture you must attach a copy of your Partnership or Joint Venture Agreement.

\*\* Name someone who may be contacted in reference to this Application.

Check here if your business is a US Dept. of Housing and Urban Development (HUD) certified Section 3 Contractor.

Section 3 qualifications/registration website is available at <https://hudapps.hud.gov/OpportunityPortal>

State if your business is a City of Tampa certified WMBE and/or SLBE:  Minority/Woman Business Enterprise (WMBE)  
 Small Local Business Enterprise (SLBE)

Minority makeup of your business: Number of Principal(s) \_\_\_\_\_ | Number of Minority Principal(s) \_\_\_\_\_  
 Number of Employee(s) \_\_\_\_\_ | Number of Minority Employee(s) \_\_\_\_\_

**III. Certifications, Registrations, Credentials and Education**

List all other licenses or permits your company possesses that are applicable to your business performing its services:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Indicate licenses held as required by Florida statutes (*provide your company's qualifier's license number/certificate of authorization number, as applicable. Individual license numbers only if applicant is an individual/sole proprietorship*).

General Contractor License No.: \_\_\_\_\_ HVAC Contractor License No.: \_\_\_\_\_  
 Building Contractor License No.: \_\_\_\_\_ Roofing Contractor License No.: \_\_\_\_\_  
 Electrical Contractor License No.: \_\_\_\_\_ Lead Paint Abatement License No. \_\_\_\_\_  
 Plumbing Contractor License No.: \_\_\_\_\_ Asbestos License No. \_\_\_\_\_

- Check if your business is an Energy Star certified contractor.
- Check here if your business has a Lead Safe Work Certificate (is a Lead Safe Certified firm).

List all the licenses or permits your company possesses that are applicable to performing the Services: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Describe any specialized experience, certification, and/or education of your current staff: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**IV. Experience and References**

Has your business ever performed any residential or rehabilitation work for the City of Tampa, another City, State or Government Office?  no  yes. If yes, complete the following:

Jurisdiction <i>(City/State/Govt Office Name)</i>	Program <i>(SHIP/HOME/CDBG etc.)</i>	Program Contact Person <i>(Name &amp; Phone Number)</i>

Provide references from two (2) past jobs you have completed – refer us to whole-home rehabilitation projects similar to those we might ask you to do:

Client 1’s Name: \_\_\_\_\_ Daytime phone number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contract Amount: \$ \_\_\_\_\_ Start and Completion Dates: \_\_\_\_\_ to \_\_\_\_\_  
 Describe Client 1’s project: \_\_\_\_\_

Client 2’s Name: \_\_\_\_\_ Daytime phone number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contract Amount: \$ \_\_\_\_\_ Start and Completion Dates: \_\_\_\_\_ to \_\_\_\_\_  
 Describe Client 2’s project: \_\_\_\_\_

**V. Financial Information; Capacity**

Bonding Indicate your company’s current bonding capacity: \$ \_\_\_\_\_ per project | \$ \_\_\_\_\_ aggregate.  
*(Note: Bonds are not typically required for projects under \$100,000.)*

Banks Provide names and addresses of the banks whom your company has done the major volume of business in the last two (2) years. (Do **NOT** provide bank account numbers)

Bank Name	Bank Address	Bank Contact Name & Phone Number

Equipment Suppliers and Material Suppliers Provide names and addresses of the equipment suppliers and material suppliers with whom your company has done the major volume of business in the last two (2) years.

Name of Supplier Company	Supplier Company Address	Supplier Company Contact & Phone Number

**VI. Insurance Requirements**

By submitting this Application, you verify that Applicant shall comply with and agrees to be bound by the insurance requirements shown on the attached and incorporated Schedule of Insurance Requirements for each and every Project.

**VII. Performance and Integrity**

*(If you answer “yes” to any question, you must provide details on a separate sheet. Check here if such a sheet is attached.)*  
 Has your business ever failed to complete work awarded to it?  no  yes.  
 Has an officer or partner of your business ever been an officer or partner of another business that failed to complete work awarded to it?  no  yes  
 Failed to complete work awarded to the officer or partner as an individual?  no  yes  
 In the past 10 years, has your business had any claims placed against a payment or performance bond?  no  yes  
 Has your company ever had a bond or surety canceled or forfeited?  no  yes

In the past 10 years, has your business filed for bankruptcy?  no  yes (Note: if yes" include in the details provided on a separate sheet the name of the bonding company, date, amount of bond, and reason for such cancellation/forfeiture.)

Have you or any officer or partner of your business ever filed for bankruptcy?  no  yes

Have you or any officer or partner of your business ever been debarred or suspended by a public entity?  no  yes

Has your company had any willful OSHA violations in the past 10 years?  no  yes

Has your business ever been denied prequalification by any state, local, or federal agency?  no  yes

Has any officer or partner of your company ever applied for City prequalification under a different name?  no  yes

**VII. Equal Employment Opportunity; Conflicts of Interest**

Applicant  HAS |  does NOT have 50 or more employees. If Applicant has or later comes to have more than 50 employees, it has or shall provide the Employers Information EEO-1 Report (Standard Form 100) as required by Executive Order 112446 and Title IV of the Civil Rights Act of 1964 and shall require same of any subcontractor. I, for myself and my business (We or Us), agree that contractors on work paid by federal funds will be required to comply with the President's Executive Order Number 11246, "Equal Employment Opportunity," as amended by Executive Order Number 11375, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

We agree no person who presently exercises any functions or responsibility on behalf of the City and/or PRE (as defined in the Handbook) in connection with any Projects has any personal financial interests, direct or indirect, with Us. We further agree that, in the performance of any Project, no person having such conflicting interest, shall be employed by Us. Any conflict of interest attributable to Us or our employees must be disclosed in writing to the City immediately upon discovery. We are aware of the conflict of interest laws of the City, particularly Sec. 2-523, City of Tampa Code; the State of Florida, particularly, Chapter 112, Part III, Fla Stats; and the US Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agree We shall fully comply with all respects to those provisions as applicable.

**IX. Certification and Financial Authorization**

I, the undersigned authorized individual, certify that the information in this application is true and correct. I authorize the City of Tampa to obtain personal and business credit reports, for me and my business entity as may be deemed necessary. Permission is granted to contact any source named in this application. I understand that I and my business entity (as applicable) will be subject to removal from the HCD Contractor List if my or my entity's performance is unsatisfactory. By submitting this application, I and my business entity agree to be bound by the terms and conditions of the Handbook, including without limitation any review or dispute procedures described therein.

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN YOUR APPLICATION BEING REJECTED**

[SEAL]

Applicant Authorized Signature: \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was sworn (or affirmed) on behalf of Applicant before me this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is  personally known to me or  produced a \_\_\_\_\_ driver's license as identification.

[NOTARY SEAL]

Notary Public \_\_\_\_\_

State of \_\_\_\_\_ Commission No. (if any): \_\_\_\_\_

Notary Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

‡ must be a manual (wet) signature in blue or black ink

**B. Authorization to Release Credit Information – SAMPLE**

**AUTHORIZATION TO RELEASE CREDIT INFORMATION**

**[HCD Contractor List Application]**

In consideration for the City of Tampa, Florida (City) processing Applicant’s **HCD Contractor List Application** (Application), the undersigned authorized representative of Applicant who is specifically empowered by Applicant to execute this Authorization to Release Credit Information (Authorization) and bind Applicant as stated herein specifically acknowledges and agrees for itself and Applicant that: (1) the City may verify or re-verify any information contained in the Application and this Authorization from any source named in the Application and/or this Authorization, including without limitation banks, credit unions, credit reporting agencies together with other sources not so specifically identified; and (2) the City may make copies of this Authorization for distribution to any party with which Applicant has a financial or credit relationship and that any such party may treat such copy, including a faxed or scanned/emailed copy, as an original; and (3) any banks, credit unions, credit reporting agencies, financial institution or other source contacted by the City or its agents are authorized to release information to the City or its agents and are released from any liability as a result of such inquiries or disclosures; and (4) the City and its agents are also released from any and all liability with respect to the release or dissemination of any such information. It is understood that the City at its discretion will determine the time period(s) for which financial records are needed. I authorize the City to fill in the time period(s) for which financial records are necessary. While signing this form is voluntary, it is understood that Applicant may fail to be pre-qualified or its Application rejected if it does not sign or based on the reports issued and/or information authorized by this Authorization to be released to the City.

It is understood that any individual signing below is consenting to allow the City to access and any all consumer credit reporting agencies to obtain their consumer credit reports in connection with the Application and this Authorization. Any individual who asks will be informed whether or not such a report was obtained and, if so the name and address of the consumer credit reporting agency that furnished the report. The information the City obtains is only to be used in processing the Application, determining Applicant is qualified to participate in City affordable housing programs and can be shared with various agencies that fund the City’s affordable housing programs.

**Complete and submit all information below.**

Date Application Submitted: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Applicant is:  Individual  Partnership  Joint Venture  LLC  Corp.  Other: \_\_\_\_\_

If an entity, Tax ID No. (FEI/EIN) \_\_\_\_\_ | If an individual: date of birth \_\_\_\_\_ and last 4 of SSN: \_\_\_\_\_

Fictitious Name (if applicable): \_\_\_\_\_

Has your business operated under any other name?  no  yes. If yes, list all prior company names and dates you operated under those names: \_\_\_\_\_

Applicant’s Present Address: \_\_\_\_\_  
Street Address City State Zip Code

Immediate Prior Address: \_\_\_\_\_  
Street Address City State Zip Code

**Bank References:**

Bank Name	Bank Address	Bank Contact Name & Phone Number

**Credit References (Business Suppliers):**

Reference Name	Reference Address	Reference Contact Name & Phone Number

Applicant Authorized Signature‡: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

‡ must be a manual (wet) signature in blue or black ink



**C. Pre-Bid Walk Through Sign-In Sheet - SAMPLE**

**PRE-BID WALK THROUGH  
SIGN IN SHEET**

HELD \_\_\_\_\_ AM / PM (local Tampa time) ON \_\_\_\_\_ , 20\_\_\_\_  
 AT \_\_\_\_\_ (PROJECT LOCATION)

Re: Invitation to Bid issued on \_\_\_\_\_ Bid No. (if any): \_\_\_\_\_

**ATTENDANCE IS MANDATORY**

	Company Name	Printed Name of Attendee	Email	Signature	Time In
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**D. Invitation to Bid – SAMPLE**

**INVITATION TO BID**

Date of Bid/Rebid: \_\_\_\_\_  
 To: Inviited HCD Contractor List Contractors  
 From: \_\_\_\_\_ Program Responsible Entity (PRE) for this Project, whose Award  
 Review Request notice address is ATTN: \_\_\_\_\_

**SEALED BIDS SUBJECT TO THE CONDITIONS CONTAINED HEREIN**, will be received until the opening date and time of  
 \_\_\_\_\_: \_\_\_\_\_ am/pm on \_\_\_\_\_, then to be opened and read for the following project (Project):

Project Location: \_\_\_\_\_, Tampa, Florida \_\_\_\_\_

Owner(s): \_\_\_\_\_  
 (singularly or collectively as the case may be)

Project Description: Rehabilitation of an owner-occupied residence using certain state and/or federal program funds  
 administered by the City of Tampa, Florida.

Bid Number (if any): \_\_\_\_\_

This Project is to be carried out subject to a contract between the successful bidder and the Owner, who is the approved recipient of certain state and/or federal program funds administered by the City of Tampa (City). While the Program Responsible Entity (PRE) may assist with certain management aspects of the Project and a successful bidder will owe certain duties to the City (as Owner’s lender or otherwise), applicable state/federal funding entity, and/or the PRE, the successful bidder will ONLY be in privity (under contract) with the Owner.

Bid documents are being provided to invited individuals or entities from the HCD Contractor List for their use in developing bids subject to the City of Tampa’s Housing and Community Development Division (HCD) Rehabilitation Programs Handbook for Contractors (Handbook). For information on the HCD Contractor List contact HCD at 813-274-7954 or [www.tampagov.net/hcd](http://www.tampagov.net/hcd).

**MANDATORY PRE-BID WALK THROUGH**

All interested bidders must have representation at the mandatory Pre-Bid Walk Through to be held at the above Project Location at  
 \_\_\_\_\_ on \_\_\_\_\_.

**LEAD-BASED PAINT STATUS:**  
 Report(s) available online (attached to work description) or copies available upon request.

**ASBESTOS SAMPLING:**  
 Report(s) available online (attached to work description) or copies available upon request.

The Pre-Bid Walk Through will start promptly at the time specified. Pre-Bid Walk Through attendees will be required to sign in. Interested bidders who arrive late or are not on the property (as determined by the Program Construction Contact (PCC)) will not be allowed to sign in and will not be eligible to bid. Those who do not attend the Pre-Bid Walk Through will not be eligible to bid. Interested bidders may not begin to inspect the home or Project site before the PCC arrives and the Pre-Bid Walk Through officially starts. **REMEMBER TO BRING A COPY OF THIS DOCUMENT, INCLUDING THE SCOPE OF WORK WRITE UP, TO THE PRE-BID WALK THROUGH.**

Bids should be submitted on the Bid Response Form provided. Bids are required to be submitted under a condition of irrevocability for a period of 60 days after submission. Bids are by invitation only. Bids from unsolicited bidders will not be considered.

Questions regarding this bid should submitted by email to the PCC, \_\_\_\_\_, at \_\_\_\_\_. Questions will be accepted up to five (5) days prior to the bid opening date and time.

Submission of bid responses by US mail, hand delivery, or express mail must be in a sealed envelope with bidder’s name and return address indicated. If submitting the bid by express mail, please place the bid in a separate sealed envelope inside the carrier’s envelope. Please mark on the **outside of the sealed envelope and on any carrier’s envelope: “SEALED BID FOR \_\_\_\_\_, OPENING AT \_\_\_\_\_ ON \_\_\_\_\_”** and sent to the following address:

(This address is appropriate for mailing,  
 hand delivery and express mail.)

NOTE: Visitors may be asked to sign in or obtain a visitor pass.

Bids shall be accepted no later than the scheduled bid opening date and time referenced above. The bid opening shall be thereafter and open to the public. Bids received after the scheduled opening date and time shall be rejected. Offers by email telegram, telephone, or facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for bid opening.

[END OF INVITATION TO BID]

Attached are important instructions regarding responses to this invitation. **Failure to follow these instructions may result in your bid being rejected.**

**INSTRUCTIONS TO BIDDERS**

**EXECUTED, SEALED BID:** Submit **one (1) original and one (1) copy** of the following: (i) completed Bid Response Form, (ii) any other requested forms of documents (completed) that were provided in the bid package, including but not limited to the Scope of Work Write Up and Contractor Compliance Affidavit via US mail, hand delivery, or express mail to the Program Responsible Entity (PRE) at the address provided in the Invitation to Bid. Documents must be executed by an original, manual signature of an authorized representative of the bidder in the Bid Response Form. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to a bid must be initialed. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain mathematical errors, erasures, alterations, or irregularities of any kind may be declared unacceptable. Failure to submit all documents can void a bid. Bids that are unresponsive, unreasonable, inaccurate, contain mathematical errors, incorrect totals, or are unsigned may be rejected.

Bidders are cautioned that all items quoted must be in compliance with the bid documents (Bid Documents), including but not limited to the Scope of Work Write Up, any addenda issued, and the most current version of the City of Tampa’s Housing and Community Development (HCD) Division Rehabilitation Programs Handbook for Contractors (Handbook).

Each blank where a price is to be filled in on the Scope of Work Write Up shall be rounded down to the nearest dollar. Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under miscellaneous. Non-compliance will result in rejection of the bid. Itemized and/or unit pricing may be used for negotiation, in the event of a change in the extent or scope of work, as described in the Handbook.

Bidders discovering any ambiguity, conflict, discrepancy, omission, or other error in this Invitation to Bid, shall immediately notify the PRE of such error in writing via email and request modification or clarification of the Invitation to Bid. Modifications will be made by issuing an addendum and will be given by written notice via email to all prospective bidders who attended the mandatory Pre-Bid Walk Through, using information provided. Updated Scope of Work Write Up or addenda will be disseminated at least five (5) days prior to the scheduled opening date for this bid. Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error (including mathematical errors) in the bid prior to submitting the bid or it shall be deemed waived.

Submission of a bid shall constitute an acknowledgment by bidder that bidder has thoroughly examined and is familiar with the Project Location and proposed work as set forth in the Bid Documents subject to the Handbook and contract (Contract) to be entered into with the Owner, in substantially the form set forth in the Handbook. The failure or neglect of a bidder to examine the site(s) of the work shall in no way relieve bidder of any obligations with respect to the Bid. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Bid Documents, Contract, Handbook, or upon a lack of a reasonable knowledge gained through examination of the site(s) of the work.

If federal funds are used, a bidder is required to submit Form 1: Section 3 Clause and Form 2: Certification of General Contractor Eligibility. Bidder will not be penalized for including those forms when they are not otherwise required.

**The Contract allows for assessment of liquidated damages, which amount shall be \$\_\_\_\_\_ per calendar day.**

All rehabilitation work performed must be inspected (rough-in and final) and conform to City and County Ordinances, State Laws, and the Florida Building Code.

**IF LEAD PAINT IS PRESENT OR FOUND BIDDER (AND ANY SUBCONTRACTORS) MUST BE A US EPA-CERTIFIED RENOVATOR IN ACCORDANCE WITH HUD’S 24 CFR PART 35. IN OTHER WORDS, THEY MUST BE A LEAD-SAFE CERTIFIED FIRM CERTIFIED BY EPA TO PERFORM RENOVATIONS.**

If there is any conflict between or among the various Bid Documents and the Handbook regarding the scope or detail of the goods and/or services requested, the more stringent or higher quality standard shall control.

**BIDS MUST INCLUDE THE MOST RECENT VERSION OF THE SCOPE OF WORK WRITE UP COMPLETE WITH COST AND OTHER INFORMATION FILLED OUT AS INDICATED BY BIDDER:** Bidders are reminded that the most recent version of the Scope of Work Write Up **MAY NOT BE** the version originally attached to the Invitation to Bid as the Scope of Work Write Up is expected to change likely in response to information and comments made during the mandatory Pre-Bid Walk Through. Subsequent version(s) of the Scope of Work Write Up will be transmitted to bidders who signed in at the mandatory Pre-Bid Walk Through, using information available. However, it is bidder’s responsibility to complete and submit the appropriate version of the Scope of Work Write Up. Failure to use the most recent version of the Scope of Work Write Up may result in a bid being rejected. To verify they have the most recent Scope of Work Write Up, bidders may contact the Program Construction Contact (PCC), \_\_\_\_\_, at \_\_\_\_\_.

Bid tabulations (results) will be available to bidders after the scheduled public opening of the sealed bids.

Bidder shall comply with the applicable requirements of Federal and state laws, and all codes and ordinances, as they may be amended from time to time, together with applicable professional regulations.

Bidder is expected to carefully examine the entire bid package, including but not limited to all provisions, terms, and conditions. **FAILURE TO DO SO WILL BE AT THE BIDDER'S RISK.**

Again, all contracts for services will be between the selected contractor and the homeowner (Owner). The City is lending certain monies (including funds provided by or through state and or federal program entities) to the Owner toward the Project and this bidding system is made available to collect bids as a convenience to such borrower Owners and to ensure that any direct or indirect payment from the borrowed funds are paid to appropriately qualified entities. Also, the City audits the rehabilitation services for compliance with public program requirements and, accordingly, a successful bidder will owe certain duties to the City and public program entity.

**EXPRESSLY RESERVED:** The right to accept, cancel, or reject any and/or all bids in whole or in part with or without cause; request a re-bid; waive minor defects, variations to specifications, informalities, irregularities and technicalities; and/or to accept Bids that in the judgment of the PRE will be for the best interest of the Project, the program, the PRE, Owner, and/or the City. Any or all bids may be rejected without cause prior to award, is expressly reserved. If the lowest responsive bid exceeds 10% above or 10% below the estimated project cost, all bids will be rejected.

**FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. All submittals received in response to this Bid will become the property of the City of Tampa and will not be returned. However, bidders are requested to, as applicable, identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **A bid will not be accepted when the entire submittal is labeled as exempt from public disclosure. Bidder's references and cost or price information will be deemed a public record, and if a claim of confidential/proprietary information is made, the bid submittal may be deemed non-responsive.**

**DATA COLLECTION:** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Bidders are used for identification, verification, and tax reporting purposes.

**BID CHECKLIST:** Bidder is encouraged to use any such checklist if provided in addition to providing the required information.

**REVIEW OF BID AWARD DECISION (AWARD REVIEW REQUEST):** A bidder questioning an award decision may make a written request to have the award decision reviewed by sending a written request to the PRE at the Award Review Request notice address shown in the Invitation to Bid. Award Review Request procedures are in accordance with the Handbook, which is available on the City's webpage at [www.tampagov.net/hcd](http://www.tampagov.net/hcd).

**EVALUATION OF BIDS:** All bids received by the specified date will be opened by the PCC or other appropriate Program Administrative Entity staff member and the Owner, if available. Contractor selection will be based on the lowest sealed bid provided there are no reasonable objections to the bid or the Contractor. The bid evaluation process will be conducted in two phases. In Phase One, the PRE shall determine whether each Bidder submitted a Bid that conforms in all material respects to the requirements in this Invitation to Bid (ITB) and is responsive. Among other things, a Bid may be found non-responsive if the Bidder fails to provide the information requested; fails to utilize or complete the required forms; provides incomplete, indefinite, or ambiguous responses; fails to comply with the applicable deadlines; provides improper or undated signatures; or provides information that is false, misleading, or exaggerated. A responsible bidder means a bidder who meets the minimum qualification requirement(s) of this ITB. In Phase Two, after reviewing the applications of responsive and responsible bidders, the Owner and PRE will award the Contract, if at all, pursuant to the Handbook, which among other things reserves the right for Owner, subject to certain conditions, to use a contractor of Owner's choice. A contract is not awarded until executed by the Owner who may at any time prior to its signature decide not to enter into such a contract.

**MATHEMATICAL ERRORS:** It is bidder's sole responsibility to make sure its bid is without errors. Mathematical errors, omissions, or other mistakes made by a bidder will not preclude a bidder from honoring its bid. Once selected, a successful bidder must accept and complete the Project for the cost that was bid. Prior to award, errors in extension of unit prices or mathematical calculations may be (but are not required to be) corrected in whole or in part by the City or the PRE. Regardless, bids that contain one or more mathematical error(s) may be subject to rejection.

**INSURANCE:** A successful bidder must carry insurance (and require that its subcontractors carry insurance) of the types and limits stated in the Handbook. A successful bidder shall not commence work without first presenting a certificate of insurance evidencing such coverage to both the Owner and PRE. Contractor must likewise present proof of renewal to the Owner and PRE within five (5) business days prior to the expiration date of an existing insurance policy; if not, both Owner and the PRE shall each individually have the absolute right to terminate the Contract without any further obligation to the Contractor; provided, however the Contractor shall be liable for the entire additional cost of performing the incomplete

portion of the Contract at the time of such termination, which cost may be deducted or withheld from any existing contract between Contractor and Owner and/or Contractor and the City.

**EQUAL OPPORTUNITY:** All bidders are hereby notified that all eligible businesses, including small local business enterprises, will be afforded a full opportunity to participate in any award made pursuant to this Invitation to Bid and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

**[END OF INSTRUCTIONS TO BIDDERS]**

**E. Bid Response Form – SAMPLE**

**BID RESPONSE FORM**

To: **HCD CONTRACTOR LIST**

For: \_\_\_\_\_ Tampa, Florida (Project Location), for \_\_\_\_\_, individually or collectively, Owner.

Submission Date: (Bidder to enter submission date) \_\_\_\_\_ Bid No. (if any). \_\_\_\_\_

Submitted By: (Bidder to enter name, address, and contact information)

Legal Name of Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Binding Offer: Having fully examined the existing condition of the Project Location (including attending the mandatory Pre-Bid Walk Through) and after having carefully examined with full understanding all component parts of the bid documents provided regarding the above project (Bid Documents), including the Invitation to Bid, Instruction to Bidders, Scope of Work Write Up, Supplemental Bid Information, etc., the below named fully authorized person on behalf of the entity submitting this Bid does hereby pledge said entity to enter into a contract (Contract) with the Owner in the form set out in the Handbook (defined below) to fully perform the Bid Document work in strict accordance with said Contract for the following lump sum amount (Total Bid Price) in numbers ONLY: U.S.\$ \_\_\_\_\_.

This bid includes and incorporates as an integral part the Bid Supplements (defined below) and the most recent version of the City of Tampa Housing and Community Development Division Programs Handbook for Contractors (Handbook), which Bidder has carefully examined and fully understands. Bidder must immediately provide supplemental information if requested, including for example references, licenses, or other information that goes to Bidder's qualifications.

The Total Bid Price includes all applicable federal, state, and local taxes together with the furnishing of all labor, overhead, profit, rental costs, tools, equipment, materials, and any other items, facilities, and services, without exception for the proper execution and completion of this project in accordance with the Contract, Bid Supplements, and Handbook within the time limits specified. Bidder understands there will be **NO CHANGE ORDERS OR ADDITIONAL FUNDING** on this project except as the head of the PRE may determine are necessary to meet unexpected or subsequently adopted housing or building code requirements.

Bidder acknowledges the Contract allows for the assessment of liquidated damages, which have been set for this project at \$\_\_\_\_\_ per calendar day.

This binding offer is open to acceptance and is irrevocable for sixty (60) days from the bid opening date. If timely accepted, Bidder will (i) enter into the Contract; (ii) attend a pre-construction conference; and (iii) commence work and permitting within seven (7) calendar days of the date on the Notice to Proceed.

Bidder's own initial application for employment has criminal history screening practices similar in nature to those contained in Chapter 12, Article VI, City of Tampa Code (Responses are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest):  Yes  No

Bidder understands that the right is reserved by Owner and City or designee to reject any and all bids.

Bidder acknowledges the Scope of Work Write Up version dated \_\_\_\_\_ was received and taken account in this bid, including changes (if any) from the version originally attached to the Invitation to Bid.

- Bid Supplements:
- Scope of Work Write Up (Bidder MUST attach the most recent version complete with cost information)
  - List of Subcontractors and Suppliers
  - Contractor Compliance Affidavit
  - If the Invitation to Bid notes federal funding is being used, Bidder MUST ALSO attach the following:

Form 1: Section 3 Clause and Form 2: \_\_\_\_\_

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.**

[SEAL] Name of Bidder: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Signer's Printed Name: \_\_\_\_\_  
 Title:  Individual  President  CEO/CFO  General Partner  
 Mgr. (Mgr.-Managed LLC)  Auth. Mbr. (Mbr.-Managed LLC)  
 Bidder's License No. \_\_\_\_\_

**[END OF BID RESPONSE FORM]**

**F. Bid Supplement | Scope of Work Write Up Form – SAMPLE**

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

**Scope of Work Write Up**

Bid Supplement to be Included with the Bid Response to the Bid Issued \_\_\_\_\_ by \_\_\_\_\_  
 the Program Responsible Entity for the Project Located at \_\_\_\_\_ Tampa, Florida (Bid No. (if any) \_\_\_\_\_)  
 Submitted by (Print Bidder Name): \_\_\_\_\_

**Bids must include the most recent version of this document complete with cost and other information fill out as indicated by Bidder.**

The most recent version of the Scope of Work Write Up **MAY NOT BE** the version originally attached to the Invitation to Bid as the Scope of Work Write Up is expected to change – likely in response to information gathered during the mandatory Pre-Bid Walk Through. Subsequent version(s) of the Scope of Work Write Up will be transmitted to Bidders who signed in at the mandatory Pre-Bid Walk Through using contact information available.

**HOWEVER, IT IS THE BIDDER'S RESPONSIBILITY** to complete and submit the appropriate version of the Scope of Work Write Up.

**GENERAL REQUIREMENTS**

**DEFINITIONS**

The following definitions are used in the attached and incorporated document entitled "SPECS BY LOCATION":

"Install" means to purchase, place/set up, test, and warrant a new component.

"Replace" means to remove and dispose of an existing component and then install a new component.

"Repair" means to return an existing component to "like new" condition by correcting damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible including through replacement, adjustment, and recoating of component parts

"Reinstall" means to detach or dismantle a component from existing construction repair and clean, store if necessary, and return the component to its original position, or where indicated.

**ALL REQUESTED INFORMATION MUST BE FILLED IN**

All information requested of the bidder by a blank or otherwise on the attached SPECS BY LOCATION.

**VERIFY QUANTITIES/MEASUREMENTS USED IN THE ATTACHED SPECS BY LOCATION**

Quantities stated using the following unit of measure are associated: Each (EA), Room (RM), or Dwelling Unit (DU) However, quantities stated using any other units of measure (e.g. Square Feet (SF), Linear Feet (LF)) are for bidder's convenience, without any guarantee, and should be verified by the bidder at the mandatory Pre-Bid Walk Through. Discrepancies in quantities found by a bidder must be communicated to the PCC (\_\_\_\_\_) prior to bid submission. Claims for additional funds due to discrepancies in quantities (or units of measure) shall not be honored if communicated after the bid submission.

**SUBSTITUTIONS**

Any requests for substitution of specified proprietary items must be submitted with the Bid and shall include: the manufacturer's specifications; full installation instructions and applicable warranties. The PCC and Owner will notify a successful bidder at contract award if a requested substitution is acceptable. Submission of a request for substitution does not guarantee that a substitution will be approved; bidder will be bound by its bid and responsible for performance at the submitted price regardless of the approval or disapproval of a substitution; provided however, if a substitution results in a lower material cost, bidder's total award shall be reduced accordingly.

**REVIEW THE BID DOCUMENTS AND HANDBOOK**

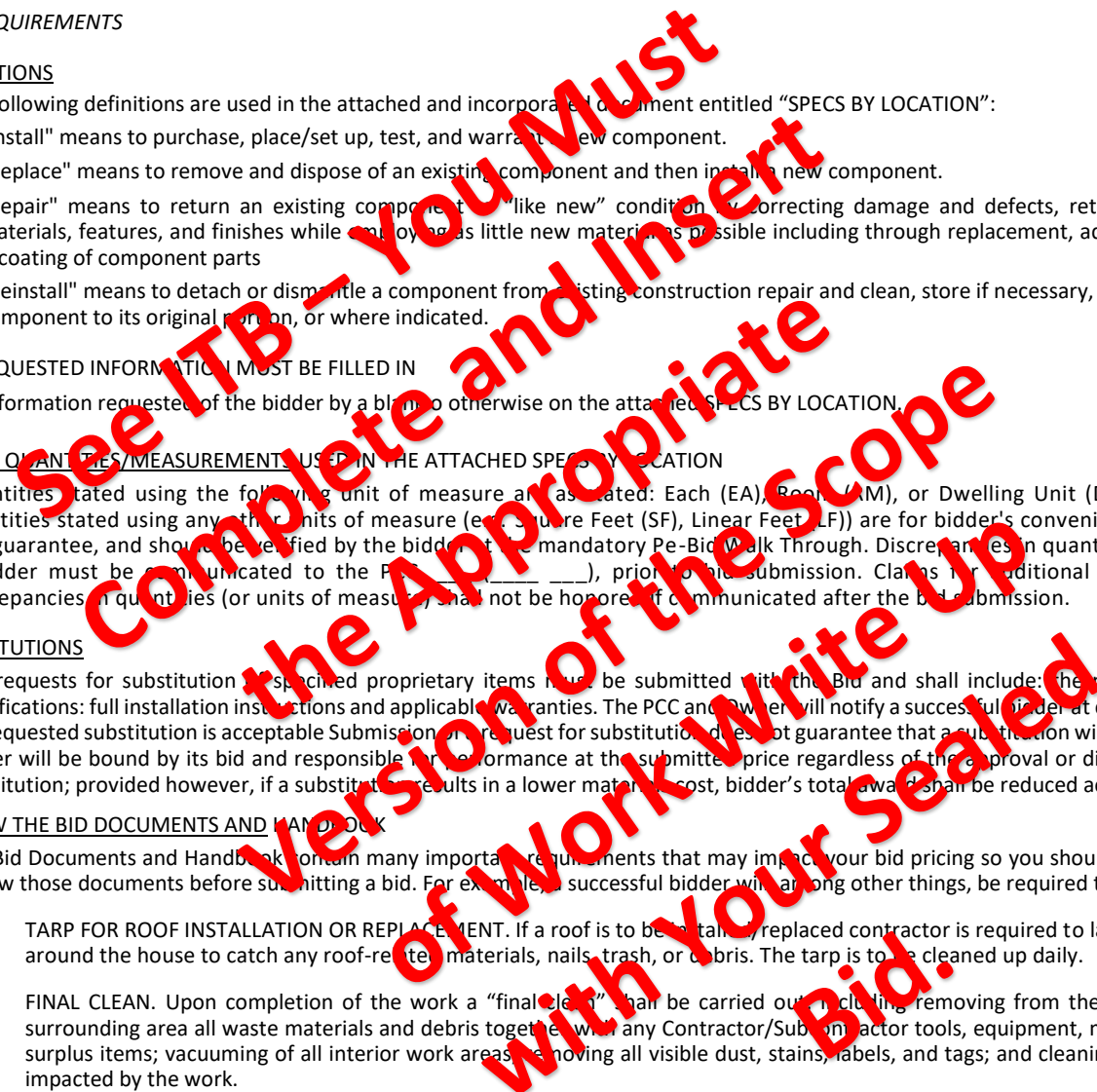
The Bid Documents and Handbook contain many important requirements that may impact your bid pricing so you should take time to review those documents before submitting a bid. For example, a successful bidder will, among other things, be required to provide for:

**TARP FOR ROOF INSTALLATION OR REPLACEMENT.** If a roof is to be installed/replaced contractor is required to lay down a tarp around the house to catch any roof-related materials, nails, trash, or debris. The tarp is to be cleaned up daily.

**FINAL CLEAN.** Upon completion of the work a "final clean" shall be carried out including removing from the property and surrounding area all waste materials and debris together with any Contractor/Subcontractor tools, equipment, machinery, and surplus items; vacuuming of all interior work areas; removing all visible dust, stains, labels, and tags; and cleaning all windows impacted by the work.

**WARRANTIES.** Contractor shall remedy any defect due to faulty material or workmanship and shall pay for all damage to other work resulting therefrom, which appear within one (1) year or, for new roofs or roofing replacements or termites, within five (5) years. Owner shall be furnished with all manufacturers' and suppliers' written warranties.

**BRING THIS DOCUMENT AND ITS ATTACHMENT TO THE MANDATORY PRE-BID WALK THROUGH**



[CONTINUED ON THE ATTACHED \_\_\_ PAGES ENTITLED SPECS BY LOCATION]



**SPECS BY LOCATION**

Address:	Unit:	Unit 01		
Location: 1 - Exterior	Approx. Wall SF:	Ceiling/Floor SF: 0		
Spec #	Spec	Quantity	Unit Price	Total Price

Trade: 15 Roofing

Provide all new wood Where missing on fascia. Caulk joints

Enclose all soffit with vented aluminum, finish or vinyl and enclose all fascia board with minimum baked finish or vinyl Soffit and fascia to be white or off white.

Trees to be removed within 8' of roof line (if applicable). Jobs require a new roof. HOS must be obtained prior to placement to preserve roof projects 24 hours. All roof work started on a day with no rain. Need for an HOS is the responsibility of the contractor.

All roof work requires Mitigation Vents. HOS, nails, etc.

Location Total

Location: 3 - Bathroom	Approx. Wall SF: 0	Ceiling/Floor SF: 0		
Spec #	Spec	Quantity	Unit Price	Total Price

Trade: 17 Drywall & Plaster

5 5210 DRYWALL—PATCH HOLE TO REPAIR GYPSUM TO MATCH EXISTING. Cut back defective gypsum to expose the hole. Gypsum patch must be tightly fit and finished with 1/4" nail. Gypsum patch must be finished with 1/4" nail.

Location Total

Location: 4 - General Requirements	Approx. Wall SF: 0	Ceiling/Floor SF: 0		
Spec #	Spec	Quantity	Unit Price	Total Price

Trade: 17 Drywall & PMSt

8 5210 DRYWALL—PATCH HOLE TO REPAIR GYPSUM TO MATCH EXISTING. Cut back defective gypsums expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. Texture to match existing

See It Before You Must  
and Insert the  
Appropriate Version  
of the Scope of Work  
Write-Up with Your  
Sealed Bid.

**G. Bid Supplement | List of Subcontractors and Suppliers**

**List of Subcontractors and Suppliers**

Bid Supplement to be Included with the Bid Response to the Bid Issued \_\_\_\_\_ by \_\_\_\_\_  
 the Program Responsible Entity for the Project Located at Tampa, Florida (Bid No. (if any) \_\_\_\_\_)

**Complete and submit the names of all persons or entities (subcontractors and suppliers) who are performing, furnishing, supplying, or providing any portion of the work in the above-mentioned project. If none, check here:**

Submitted by (Print Bidder Name): \_\_\_\_\_

SUBCONTRACTOR/ SUPPLIER NAME	TYPE OF BUSINESS/TRADE	ADDRESS	PHONE	CERTIFICATION <small>Check to Indicate if Section 3 contractor or City of Tampa Minority, Small, or Woman-Owned Business Enterprise, etc.</small>
				<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Other:
				<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Other:
				<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Other:
				<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Other:
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				<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Other:

[ ] If checked; please see attached page(s) showing additional contractors. [Note: Additional pages must comply with this form.]

### H. Bid Supplement | Contractor Compliance Affidavit

#### Contractor Compliance Affidavit

Bid Supplement to be Included with the Bid Response to the Bid Issued \_\_\_\_\_ by the Program Responsible Entity for the Project Located at \_\_\_\_\_, Tampa, Florida (Bid No. (if any) \_\_\_\_\_) Submitted by (Print Bidder Name): \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the below named Bidder submitting a bid (Bid) for the above-named project (Project) does hereby affirm and declare as follows:

1. I am a natural person of lawful age who is authorized to act on behalf of Bidder. I am familiar with the Bid to which this Affidavit is attached and all statements made in said Bid are true and correct to the best of my knowledge, which includes such matters.
2. Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this Bid with any other person, partnership, corporation or other entity making a bid for the same purpose. Nor has Bidder entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid. Bid price(s) are fair and proper and not tainted by any collusion, conspiracy, or unlawful agreement.
3. Bidder understands any resulting contract must be performed in compliance with all applicable laws, rules, and regulations, including without limitation: Section 8 Existing Housing Quality Standards; Energy Policy and Conservation Act of 1975; HUD Lead-Based Paint Regulations; and Section 3 Clause of the Housing and Urban Development Act of 1968 ; Section 504, Rehabilitation Act of 1973; Executive Order 11246, as amended by Executive Orders 11375 and 12086; Title VI of the Civil Rights Act of 1964; and Section 109, Housing and Community Development Act of 1974.
4. Bidder provides assurance that it is and, during the performance of any contract resulting from this Bid, will be in compliance with Title VII of the 1964 Civil Rights Act, the Florida Civil Rights Act of 1992, and the City of Tampa Code, Chapter 12, in that Bidder does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Bidder's employees or applicants for employment. Bidder understands and agrees that the award of such contract is conditioned upon the veracity of this statement of assurance, and that violation of this condition shall be considered material breach of such contract. The foregoing shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
5. Bidder does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and Bidder does not and will not permit its employees to perform their services at any location, under Bidder's control where segregated facilities are maintained. Identical certifications from proposed subcontractors prior to award will be obtained and kept on file by Bidder. Bidder acknowledges the penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.
6. No person who presently exercises any functions or responsibility on behalf of the City of Tampa in connection with this Bid has any personal financial interests, direct or indirect, with Bidder. Bidder further covenants that, in the performance of any contract resulting from this Bid, no person having such conflicting interest, shall be employed by Bidder. Bidder is further aware of the conflict of interest laws of the State of Florida, particularly, Chapter 112, Part III, Fla. 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 with all respects to those provisions. No part of the Bid price(s) will be paid to any employees of the City of Tampa, its elected officials, and the Housing and Community Development Division as kickback, reward or gift, directly or indirectly.
7. Bidder covenants that neither Bidder, nor any employee of Bidder, has any interest in the Project or Owner's property and shall not acquire any interest, direct or indirect, in same, or any other interest which would conflict in any manner with its performance of any resulting contract.
8. Bidder (including its principals)  has |  has NOT been debarred or suspended from contracting with a public entity.
9. Bidder  has |  has NOT implemented a drug-free workplace program that meets the requirements of Sec. 287.087, Fla Statutes.
10. Bidder (including its principals and those persons or entities associated with Bidder that meet the Sec. 287.133, Fla. Statutes definition of "affiliate")  has |  has NEVER appeared on the Sec. 287.133, Fla. Statutes convicted vendor list.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For Bidder Named: \_\_\_\_\_

The forgoing instrument was sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of Bidder, such person is  personally known to me or  produced an \_\_\_\_\_ State Driver license/ID as identification.

[NOTARY SEAL]

Notary Public, State of \_\_\_\_\_  
Notary Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**I. Bid Supplement | Federal Certification Forms - SAMPLE**

**FORM 1 – SECTION 3 CLAUSE**

Bid Supplement to be Included with the Bid Response to the Bid Issued \_\_\_\_\_ by \_\_\_\_\_  
 the Program Responsible Entity for the Project Located at \_\_\_\_\_ Tampa, Florida (Bid No.(if any) \_\_\_\_\_)

Submitted by (Print Bidder Name): \_\_\_\_\_

- A. The work to be performed under the proposed contract (contract), if any, between Owner and the below named Bidder (if Bidder is successful) is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) 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 the contract will agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidence 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. 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. Contractor agrees to include this Section 3 clause in every subcontract subject to 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. 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 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 (i) 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).

The Contractor/Subcontractor by his/her signature(s) affixed hereto declares under penalty or perjury that he/she has read the City's Section 3 requirements contained on pages 61 through 69 thereof and accepts all the City's requirements contained therein for all of his/her operations within the City of Tampa relating to the Project.

[SEAL]

Name of Bidder: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Signer's Printed Name: \_\_\_\_\_  
 Title:     Individual     President     CEO/CFO     General Partner  
            Mgr. (Mgr.-Managed LLC)     Auth. Mbr. (Mbr.-Managed LLC)  
 License No. \_\_\_\_\_

**J. Bid Opening Results – SAMPLE**

**BID TABULATION**

Project Location: \_\_\_\_\_  
 Estimated Project Cost \$ \_\_\_\_\_  
 10% + \$ \_\_\_\_\_  
 10% - \$ \_\_\_\_\_

Program Responsible Entity  
 (PRE) for this Project: \_\_\_\_\_

**BID OPENING**  
 Posted \_\_\_\_\_

*(NOTE: Posting is via email to invited bidders who attended the Pre-Bid Walk Through)*

Bidder Name	Total Bid Amount

\* Notes a mathematical correction.

**NOTICE OF INTENT TO AWARD:** Subject to the City of Tampa Housing and Community Development Division Rehabilitation Programs Handbook for Contractors (Handbook), unless subsequently indicated otherwise in a revised posting, the intent is to award the above project to the lowest bidder listed in this bid tabulation. A bidder questioning an award decision may make a written request to have the award decision reviewed by sending a written request (Award Review Request) to the above-named Program Responsible Entity not later than 4:30 P.M., two (2) working days from the first posting hereof, pursuant to the Handbook. Review requests not conforming therewith shall not be reviewed. The Program Responsible Entity’s notice address for purposes of any Award Review Request associated with the above project is \_\_\_\_\_, ATTN: \_\_\_\_\_.

Bids Received By: \_\_\_\_\_  
 Type or Print Name: \_\_\_\_\_  
 Program Responsible Entity (PRE) for this Project: \_\_\_\_\_  
 PRE Address: \_\_\_\_\_  
 \_\_\_\_\_

**K. Owner Selection of Contractor Form – SAMPLE**

**OWNER SELECTION OF CONTRACTOR**

Project Location: \_\_\_\_\_  
 Estimated Project Cost \$ \_\_\_\_\_  
 10% + \$ \_\_\_\_\_  
 10% - \$ \_\_\_\_\_

Program Responsible Entity  
 (PRE) for this Project: \_\_\_\_\_

I/we the undersigned owner(s) of the home located at \_\_\_\_\_, along with the Program Responsible Entity contact person named below, have reviewed bids received regarding reconstruction/rehabilitation of my home, which are summarized as follows:

Bidder Name	Total Bid Amount

I/We would like, if possible, that \_\_\_\_\_, whose bid amount is U.S.\$ \_\_\_\_\_ be awarded the contract to rehabilitate/reconstruct my home. I/We are aware that the contract may not be awarded to any bidder whose bid exceeds fifteen percent (10%) over or under the estimated project cost of U.S.\$ \_\_\_\_\_ .  
 Also, I/we further understand that any contractor that I/we select must be approved by the Program Responsible Entity who retains the right to reject any contractor in their sole discretion, including whether a contractor meets the requirements of the HCD Handbook or is otherwise acceptable to the City of Tampa as Owner’s lender.

Owner’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner’s Signature \_\_\_\_\_ Date \_\_\_\_\_

PRE Contact Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**L. Housing Rehabilitation Work Contract (Construction Contract Between Owner and Contractor) – SAMPLE**

State/Federal Funding Source(s):

SHIP  HOME  CDBG  NSP

Other: \_\_\_\_\_

File #: \_\_\_\_\_

Program Responsible Entity (PRE): \_\_\_\_\_

Program Admin Contact (PA Contact) HCD Contact: \_\_\_\_\_

PA Contact Phone #: \_\_\_\_\_

**HOUSING REHABILITATION WORK CONTRACT**

THIS HOUSING REHABILITATION WORK CONTRACT ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (singularly or collectively "Owner"), whose physical notice address is the Property address noted in Paragraph 1 below and whose email notice address is \_\_\_\_\_, and \_\_\_\_\_ ("Contractor"), whose physical notice address is \_\_\_\_\_ and whose email notice address is \_\_\_\_\_.

**OWNER AND CONTRACTOR AGREE AS FOLLOWS:**

1. Property. Owner occupies and holds title in fee simple to the real property located at \_\_\_\_\_ ("Property") and more particularly described in the attached and incorporated **Exhibit A**, which Property is to be the subject of certain work to be performed by Contractor (the "Project").
2. Scope of Work to be Performed; Contract Price. Contractor shall perform the work identified in the attached **Exhibit B** together with providing all required labor, equipment, materials, services, permits, royalties, license fees, and governmental fees, licenses, and inspections necessary to complete same (hereinafter the "Work") in accordance with the Contract Documents and in compliance with all applicable laws, ordinances, rules, and regulations for the lump sum price of \$ \_\_\_\_\_ (the "Contract Price").
3. All Work is to be performed in accordance with the requirements of this Contract, Exhibit B, the List of Subcontractors and Suppliers (Exhibit E) the Bid Response Form submitted by Contractor regarding the Project, and the Bid Documents (as defined in the Bid), the Invitation to Bid and Instructions to Bidders issued regarding the Project, the most recent version of the City of Tampa Housing and Community Development Division Handbook for Contractors (the "Handbook") available at [www.tampagov.net/hcd](http://www.tampagov.net/hcd), all of which are incorporated into and constitute this Contract (and are sometimes collectively referred to herein as the "Contract Documents").
4. Contract Time. Time is of the essence. Contractor shall commence the Work within seven (7) calendar days from the date of issuance of the Notice to Proceed except in the case of emergency work or inclement weather where the work should begin immediately. Contractor shall complete the Work within \_\_\_\_\_ calendar days following such date of issuance.  
The parties agree that a sum of \$\_\_\_\_ per calendar day shall be deducted from the Contract Price as liquidated damages for each day the Work remains incomplete beyond the date specified for completion.
5. Notice of Commencement. The Lender (as defined below) or the entity designated as the Program Responsible Entity on the first page of this Contract ("PRE") shall cause the Notice of Commencement to be recorded in the public records of Hillsborough County, Florida. Contractor shall not commence any Work until Contractor posts on the Property a certified copy of the recorded the Notice of Commencement (or notarized statement that the notice of commencement has been filed for recording along with a copy thereof). Contractor is responsible for such posting on Owner's behalf.
6. Schedule. Within seven (7) calendar days of the date of the Notice to Proceed, the Contractor must provide a schedule for the Work to the Owner and the entities shown in the paragraph entitled Notices below (singularly or collectively the "Program Parties"). Work will be performed in the order shown on that schedule. Contractor will contact the person designated on the first page of this Contract as the Program Admin. Contact ("PA Contact") at the phone number listed there upon commencement of each stage of the work. Any additions or deletions to the schedule must go through the PA Contact for authorization. A NEW PA CONTACT MAY BE DESIGNATED FROM TIME TO TIME BY EMAIL TO THE CONTRACTOR.
7. Payments. The City of Tampa in its capacity as Owner's lender ("Lender") will make all payments by check to the Contractor. Contractor will be entitled to no more than two (2) payment draws against the total sum of the Contract Price as work is invoiced, completed, inspected, and approved by the Owner and City as follows:
 

First Draw (at 25% complete):	40% of the Contract Price
Second Draw (at 50% complete):	30% of the Contract Price
Final Draw:	30% of the Contract Price

To initiate each draw payment, the Contractor is required to complete and submit to the PA Contact the Contractor Payment Request Form available in the Handbook.

Final payment will be disbursed when 100% of the Work is completed (including punch list items), inspected, and all liens have been released. Contractor shall permit and facilitate observation and/or inspection of all Work performed under the Contract Documents by Owner, his or her agents, the Program Parties, their respective agents or representatives, and all public authorities. Contractor agrees that upon any request for disbursement of funds, Contractor shall provide the applicable partial or final payment affidavit and release of construction liens. Upon request for final payment and before final payment will be made, the PA Contact shall confirm all Work has been completed to the PRE's and Lender's satisfaction (in their sole discretion) and that Contractor shall have secured all final inspections and approvals by the appropriate building inspectors, including by way of example a certificate of occupancy or certificate of final completion by the City building inspector. Lender has the right to withhold payment should any of the Work not be acceptable to the Owner and/or the Program Parties for reasons including, but not limited to: (i) Contractor's failure to pay subcontractors or pay for labor, materials, or equipment when due; (ii) Contractor's failure to comply with any provisions of the Contract Documents; (iii) Contractor's failure to execute and complete lien waivers in a manner acceptable to the City; or (iv) Contractor's failure to repair damage arising out of or related to the Work, including matching said repairs to existing finishes. The City shall not be obligated to disburse any payments if the Property is or would be subject to a lien. If the Contractor files or receives any notices or claims of lien against Property, the Contractor shall provide a copy to the Owner, PRE, and Lender.

8. Changes in the Work. No additions, deletions, changes, alterations, or modifications ("Changes") in the Contract Documents or any of the Work shall be made unless approved in advance and in a writing signed by both the Owner and the PRE except in an emergency or where life or property is at immediate risk as determined by the PRE in the PRE's sole discretion. Changes to the Contract Price and the Contractor's deadline for completion may be changed only by fully executed written change countersigned by PRE in its sole discretion. Changes proposed by the Contractor must be submitted on the Handbook's Change Order Form, signed by the Contractor and upon their approval by the Owner (as evidenced by the Owner's signature thereon), and affixed with the Program Authorized Signature (as defined therein) shall become a part of the Work. Any work performed that is not the subject of a Change Order submitted on the proper form, signed by the Contractor, and thereafter approved by the Owner (as evidenced by the Owner's signature thereon) and affixed with said Program Authorized Signature shall be at Contractor's sole cost. The parties understand or agree that if lead paint or other environmental hazard(s) are discovered at the Project site, the parties will sign a Change Order responding to same as deemed appropriate by the PRE in its sole discretion, including unilaterally reducing or deleting items from the scope of Work to stay within the Contract Price.

9. Insurance and Indemnification. Contractor shall be responsible for all damages to persons or property that occur on or around the Property as a result of the fault or negligence of Contractor or anyone claiming by or through Contractor, including subcontractors, in connection with this Contract. Contractor shall maintain in force at all times all appropriate policies of insurance and abide by the insurance provisions of the Handbook and the Schedule of Insurance referenced therein, the most recent version of which is attached hereto and incorporated herein as **Exhibit C**. Contractor shall prior to commencing work, furnish to the PA Contact evidence of such insurance and Contractor's compliance with Florida Worker's Compensation Laws.

To the maximum extent allowed by law, Contractor shall defend (with counsel of the City's choice), indemnify and save harmless the Owner together with the City and other Program Parties and any involved state and/or federal funding agency, their respective elected or appointed officials, departments, officers, employees, volunteers, agents, and representatives, from liability and claims for damages because of bodily injury, death, property damage, sickness, disease, theft, or loss arising out of or related to the HCD Programs, this Contract, and from any negligent or intentional acts of Contractor and those claiming by or through Contractor, including without limitation infringement of intellectual property rights, or attempts to resolve disputes. Contractor agrees its defense obligation is separate from its obligation to indemnify and save harmless.

10. Bonds. Performance and Payment Bonds ("Bonds")  ARE required |  are NOT required to be provided by Contractor. If Bonds are required, then prior to the start of any Work at the Project site and in no event later than five (5) city business days after its execution of this Contract, Contractor shall at Contractor's cost, procure and deliver to the PRE the Bonds (in the form required by the Handbook) for 100% of the Contract Price.

11. Party Responsibilities:

a. General Responsibilities of the Contractor.

- i. Contractor shall have full responsibility for general management and supervision of the Work and shall have full authority over all individuals or entities involved in the Work. Contractor recognizes the relationship of trust and confidence established between the parties by this Contract, and covenants with the Owner to furnish the best skill and judgment in carrying out this Contract. Contractor shall comply with all provisions of any and all applicable local, county, state, and federal building codes, laws, rules, and ordinances.



- ii. Contractor shall not employ any unfit person or anyone not skilled in the task assigned to him. Contractor shall be responsible for the acts and omissions of his or her contractors and employees, and all subcontractors, their agent and employees, and all other persons or entities involved in the Work.
- iii. Contractor shall provide Owner with evidence that Contractor has secured and paid for all licenses and permits necessary for the proper execution of the Work, and upon completion of shall provide evidence that all Work has been inspected and approved by the appropriate building inspectors.
- iv. Contractor shall at all times coordinate the protection of the Owner's personal property, furniture, clothing, etc., with the Owner. Any damage arising out of or related to the Work shall at Contractor's cost be repaired or replaced with new, all to match the area's existing finishes.
- v. Work shall be carried out only between the hours of 8:00 am and 6:pm Monday through Friday unless other hours or weekend work is first approved by the Owner in advance and in writing.
- vi. **Contractor shall not use the Owner's restroom facilities.** Contractor may provide and maintain temporary toilet facilities or utilize off site facilities, except if such facilities are required by the Contract Documents to be provided for Owner's use. Contractor maintains sole responsibility for (i) the security of temporary toilet facilities and (ii) the clean and sanitary condition of the temporary toilet facilities on a daily basis.

NOTE: the Contract Documents  DO |  DO NOT require that Contractor provide on-site temporary toilet facilities for Owner's use.

- vii. During the term of this Contract, Contractor shall keep the Property and surrounding area clean and orderly and free from waste materials, trash or debris associated with the Work on a daily basis; prior to such daily removal same shall be kept in an outside area, out of sight. If a roof is to be installed, Contractor shall surround the home with tarp(s) sufficient to catch any roof-related materials, nails, trash, or debris, which tarp shall be cleaned daily. Upon completion of the Work, Contractor shall carry out a "final clean", including removing from the property and surrounding area all waste materials and debris together with any Contractor/Subcontractor tools, equipment, machinery, and surplus items; vacuuming of all interior work areas; removing all visible dust, stains, labels, and tags; and cleaning all windows impacted by the Work.
  - viii. As Contractor completes areas during the course of the Work, the Owner may use such area(s) for Owner's personal use. **If any damages occur to a completed area so occupied by the Owner, the Owner will be held liable for such damages.**
  - ix. Contractor will not discriminate in the performance of this Contract against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - x. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, gender, creed, color or national origin. Contractor shall comply with Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- b. General Responsibilities of the Owner.
- i. Owner acknowledges that the Contractor has the right to enforce Contractor's claim for payment against the Property in the event Contractor is not paid in full upon completion of the Work as briefly outlined in the attached **Exhibit D**. The Owner is aware that the Contractor is required to provide signed Releases of Lien for all Work completed, including supplies, materials, and labor for the Project prior to receiving payment.
  - ii. Owner  DOES have |  DOES NOT have existing utilities available. If Owner DOES have existing utilities available, Owner shall at no cost to Contractor (or the City), furnish the use of electricity, water, light, and heat to the Contractor during its performance of the Work; provided, however, **Contractor shall locate and mark all utilities prior to the start of construction.**
  - iii. Owner agrees to remove personal property within the construction area so as not to interfere with Contractor's progress. Contractor shall have easy access in and around the area of work for the operation of equipment needed for the performance of work. Owner shall not interfere with any subcontractors, suppliers, or workman on the jobsite.
- Should Owner request and Contractor agree to provide assistance toward Owner's fulfillment of Owner's foregoing responsibility to provide a clear working area by packing, loading, moving, transporting, storing, and/or unloading, the personal property or belongings at the Property ("Personal Belongings"), then Owner as the owner or agent of the owner, shall release Contractor from liability for any damage to the Personal Belongings caused by or in any way related to said assistance as more particularly set forth in the attached and incorporated **Exhibit**

**E.** Nothing in the foregoing shall be deemed or interpreted as requiring Contractor to provide such assistance and if provided, such assistance shall not relieve Owner of its responsibility.

- iv. Owner shall grant access to the Property during normal business hours to all parties involved in the Project, a time of operation will be established between the Owner and the Contractor. Owner shall take full responsibility for any security/alarm system(s) that may need to be disconnected and reconnected to allow the work to be performed.
- v. The Owner shall approve all the finish materials, products, and colors to be used in this rehabilitation according to bid specifications. All colors chosen by the Owner or the Contractor shall be of a neutral color as provided on the "Sample Board" approved by the City prior to installation.
- vi. Owner shall keep all children, visitors, and pets secured from the areas of construction so as not to interfere with Contractor's progress or to be placed in harm's way so the Contractor may be allowed to fulfill the requirements of this Contract. Owner shall further be responsible for the proper use and care of Owner's Property, including Owner's own equipment and appliances.
- vii. The Owner shall be responsible for purchasing and maintaining Owner's own liability insurance and, at Owner's option, may maintain such insurance as will protect Owner against claims which may arise from activities under this Contract. Owner shall also be responsible for purchasing and maintaining flood insurance, if the property is located in a Federal Emergency Management Act 100-year flood plain zone.
- viii. Owner shall courteously cooperate and cause all other residents to courteously cooperate with Contractor, Lender, and the Program Parties to ensure that public funds are timely accounted for and properly spent, including signing all required documents, granting all required approvals, and making Owner, Owner's home, and Project site available as a courteous, respectful, and non-hostile environment at all reasonable times. If Owner fails to so cooperate or otherwise creates obstacles to same, then Lender shall have the right, but not the obligation, in addition to all other available remedies, to treat each such occurrence as an immediate default under Owner's loan documents.

**12. Guarantees and Warranties.** Contractor warrants, and guarantees to the Owner that the Work will conform to the requirements of the Contract Documents and be completed in a workman-like manner and that all materials and labor will be new and of good quality, and will be free from defects for a period of one (1) year from the date of completion or the date of the issuance of the final payment whichever is later, except for new roofs or roofing replacements which shall be guaranteed for a period of five (5) years from such date. In addition to the Contractor's warranty, the Contractor shall provide the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

**13. Subcontractors.** A subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Contractor. Contractor may not employ a subcontractor that is not licensed or insured in the trade hired to work. Contractor shall be solely responsible for and have control over the subcontractors. The attached and incorporated **Exhibit F** contains a list of the names, addresses, licensing information and phone numbers of the subcontractors Contractor intends to use for each portion of the Work, as well as identifying in writing those portions of the Work to be performed by such subcontractors and those portions it intends to perform with its own employees. There shall be no changes, modifications, or amendments to that list without the express prior written consent of Owner. Any and all work to be self-performed by Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work. Contractor shall not contract with any subcontractor against whom Owner has made reasonable objection. Contractor shall continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work and provide Owner with copies of any such updates for its review and approval. Contracts between Contractor and subcontractors shall be in accordance with this Contract and shall include the terms and conditions of this Contract as applicable.

**14. Separate Contracts.**

- a. Owner does not reserve nor shall Owner have the right to award other contracts for work on or about the Property during the term of this Contract. All construction work shall be limited to the work specified in Exhibit B to be performed by or through the Contractor.
- b. Contractor shall notify the PA Contact if others are performing work at the site. During the term of this Contract, Contractor shall not enter into any other contract (written or oral) with the Owner.

**15. Modification, Assignment, and Termination.** Neither Owner nor Contractor can modify, assign, or terminate this Contract without the Lender's prior written approval. Owner and Contractor agree to be bound by any and all decisions made by the Lender regarding modification, termination, or assignment of this Contract. The parties agree that the Lender has the right but not the obligation to (i) terminate Contractor pursuant to the Handbook should Contractor fail to comply with the Contract Documents, (ii) terminate Owner should Owner fail to comply with the Contract Documents or Owner's loan documents, (iii) terminate this Contract for any reason or no reason if Lender determines it is in the Lender's best interest. Owner and Contractor specifically release, indemnify, and save harmless Lender, its agents, employees, representatives, and volunteer, from any liability for any injury or damages to persons or property arising out of or related to the actions or inactions of the same with regard to any right under this paragraph, including without limitation impacts to loan documents, credit, or

bond ratings. Such defense obligation is separate from any obligation to indemnify or hold harmless. Neither Owner nor Contractor can modify, assign, or terminate this Contract without the Lender's prior written approval. Owner and Contractor agree to be bound by any and all decisions made by the Lender regarding modification, termination, or assignment of this Contract. The parties agree that the Lender has the right but not the obligation to (i) terminate Contractor pursuant to the Handbook should Contractor fail to comply with the Contract Documents; (ii) terminate Owner should Owner fail to comply with the Contract Documents or Owner's loan documents; (iii) terminate this Contract for any reason or no reason if Lender determines it is in the Lender's best interest.

Upon termination, Contractor may be required to deliver any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. Contractor shall be paid the agreed upon price, if separately stated, for completed work and services accepted by Lender. Lender may withhold from any amounts due Contractor such sum as Lender determines to be necessary to protect Lender against potential loss or liability. After receipt of a notice of termination, and except as otherwise directed by Lender, Contractor shall: (i) stop work under the Contract on the date, and to the extent specified, in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated; (iii) assign, in the manner, at the times, and to the extent directed by Lender, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case Lender has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (iv) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Lender to the extent the Lender may require, which approval or ratification shall be final for all the purposes of this clause; (v) transfer title to, and deliver in the manner, at the times, and to the extent directed by Lender any property which, if the Contract had been completed, would have been required to be furnished to Owner; (vi) complete performance of such part of the work as shall not have been terminated; and, (vii) take such action as may be necessary, or as Lender may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which Owner or Lender has or may acquire an interest. Owner and Contractor specifically release, indemnify, and save harmless Lender, its agents, employees, representatives, and volunteer, from any liability for any injury or damages to persons or property arising out of or related to the actions or inactions of the same with regard to any right under this paragraph, including without limitation impacts to loan documents, credit, or bond ratings. Such defense obligation is separate from any obligation to indemnify or hold harmless.

16. Disputes. The parties each agree they shall first submit any dispute, claim, or adverse situation arising out of or related to the Work (Dispute) to the PA Contact (or designee) who shall attempt to assist the parties in resolving any disputes or adverse situations arising out of or related to the Work. If unresolved in this manner or otherwise, such Disputes 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 Contract and shall be made within a reasonable time after a Dispute has arisen. The award rendered by the arbitrator shall be final and the 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. Owner and Contractor specifically release, indemnify, and save harmless the PA Contact and/or the PA Contact's designee from any liability for any injury or damages to persons or property arising out of or related to the actions or inactions of the PA Contact and/or the PA Contact's designee with regard to this paragraph, a Dispute, or any combination thereof.

17. Notices. All notices, documents, correspondence, or other communications concerning this Contract or the work hereunder shall be in writing addressed to the other party at the other party's notice address first written above (or such other address as a party may designate from time to time by notice in accordance with this paragraph) and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally-recognized courier service for next day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed to each party to the addresses first set forth above (or at such other address as a party may provide the other in writing pursuant to the terms herewith); or (iv) if it is delivered by email, when the recipient, by an email sent to the notice email address for the sender stated above or by a notice delivered by another method in accordance with this paragraph 17, acknowledges having received that email; provided an automatic "read receipt" DOES NOT constituting acknowledgment of an email for purposes of this paragraph 17).

The following (singularly or collectively the "Program Parties") must be sent a copy of any such notices using the following address:

Program Responsible Entity (PRE)  
ATTN:  
Address  
City, State Zip  
Email:

*With a copy to:*  
City of Tampa-HCD  
ATTN: HCD Manager  
4900 W. Lemon Street  
Tampa, FL 33609

18. Lead-Based Paint. Contractor shall not use or permit the use of lead-based paint on 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. Contract shall include such prohibition in its subcontract agreements. Any renovation, repair and painting project that disturbs lead-based paint in homes built before 1978 must be carried out in compliance with 40 CFR 745 and the US EPA Lead Renovation, Repair, and Painting Rule.

19. Compliance with Other Laws. Contractor and any subcontractor employed by Contractor hereunder agrees to adhere to all applicable Federal, State and local requirements, including but not limited to the SHIP Program Regulations, Federal Labor Standard Provisions, if applicable, Section 3 Regulations, and 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 site specific Federal, State or local requirements shall not relieve the Contractor or subcontractor of compliance with the appropriate regulation, if deemed applicable. If applicable, the parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3; and 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.

20. Equal Opportunity. To the extent required by law, the parties each agree they shall comply with applicable equal opportunity requirements, which require that no person in the United States shall on the ground of race, creed, color, national origin, age, sex, religion, or disability be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with State or Federal funds.

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor agrees that it will obtain identical certifications from proposed subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certification in its files.

21. Federal Excluded Parties List. Contractor acknowledges that Contractor may be compensated using funds received from or through the Federal Government and that such funds may not be used to pay, directly or indirectly, any vendor on the Federal Excluded Parties List (EPLS). Contractor represents and warrants to the Owner and the City that Contractor is not on the Federal EPLS. If the Contractor is in non-compliance at any time during execution or term of this Contract, Contractor shall be in breach and the Owner and the City shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Contractor, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorneys' fees (including the costs of in-house counsel) sustained as a result of Contractor's non-compliance.

22. Florida Homeowners' Construction Recovery Fund Notice. Payment, up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address:

Construction Industry Licensing Board  
2601 Blair Stone Road  
Tallahassee, FL 32399-0783  
850-487-1395

23. Punch List. Upon notification by the Contractor of substantial completion of the Work, the Owner and Contractor will prepare a punch list that identifies any incomplete work or deficiencies in work or materials. Completion of the punch list must be made within 14 days from preparation of the punch list.

24. Construction Defects. Any claim for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.

25. Controlling Law; Venue; Captions. This Contract shall be governed by the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Tampa now in effect and those hereinafter adopted. This Contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida with venue being in Hillsborough County, Florida. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, nor describe the scope of this Contract, nor the intent of content of any provision contained herein.

26. No Liability or Monetary Remedy. Contractor and Owner both acknowledge and agree that they are proceeding at their own risk under advice of their own counsel and advisors, if any, whom they deemed necessary or appropriate to consult, and without reliance on the City, and that the City bears no liability for any damages arising in any way out of this Contract.

27. Entire Agreement; Severability. This Contract and the Contract Documents constitute the entire agreement between the parties with respect to the specific matters contained herein and supersede all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing. If any sentence, phrase, paragraph, provision, or portion of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]  
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

HIS CONTRACT is duly signed and agreed upon as of the date first written above by Owner and Contractor.

**OWNER:**

Owner Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Owner Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CONTRACTOR:**

Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
License No: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Housing Rehabilitation Work Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/each of whom are

(Print Name(s) of Owner)

personally known to me or  who produced/who each produced photo as identification.

[NOTARY SEAL]

Print Name: \_\_\_\_\_  
Notary Public – State of Florida  
Serial Number, if any: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Housing Rehabilitation Work Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_

(Print Name of Contractor's Authorized Signer)

(Print Title of Contractor's Authorized Signer)

of \_\_\_\_\_

(Print Corporate Name of Contractor)

who is  personally known to me or  produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

Print Name: \_\_\_\_\_  
Notary Public – State of Florida  
Serial Number, if any: \_\_\_\_\_

M. Preconstruction Conference Report – SAMPLE

PRECONSTRUCTION CONFERENCE REPORT

Project Location: \_\_\_\_\_
Owner: \_\_\_\_\_
Contractor: \_\_\_\_\_
Contract: Housing Rehabilitation Work Contract between Owner and Contractor dated \_\_\_\_\_
Program Responsible Entity: \_\_\_\_\_

Conference Location: [ ] Project Location
[ ] Other: \_\_\_\_\_

PRE Contact Present: \_\_\_\_\_

Contractor:

I, the authorized representative of Contractor, have on this date participated in a preconstruction conference prior to signing the HOUSING REHABILITATION WORK CONTRACT for the above project. I have been provided an opportunity to read and review the Contract with advisors or attorneys of my choice. I specifically understand that the Contract is between me/my business and the project homeowner(s) for the work specified in the Contract and nothing more is to be done and nothing less will be accepted. I understand no changes are permitted to the Contract unless a written change order is first signed by all parties to the Contract and approved in writing by the head of the Program Responsible Entity. Any work performed by Contractor outside the Contract not so approved is at Contractor’s risk.

Contractor Authorized Signature
Print Name: \_\_\_\_\_
License No: \_\_\_\_\_
Date: \_\_\_\_\_

Owner:

I/We have on this date participated in a pre-construction conference prior to signing the HOUSING REHABILITATION WORK CONTRACT for the above project. I/We have been provided an opportunity to read and review the Contract with advisors or attorneys of our choice. I/We specifically understand that the Contract is between me/us and the Contractor for the work specified in the Contract and nothing more is to be done and nothing less will be accepted. I understand no changes are permitted to the Contract unless a written change order is first signed by all parties to the Contract and approved in writing by the head of the Program Responsible Entity. Any work performed outside the Contract, which I/we request, that is not so approved is my/our responsibility.

Owner’s Signature: \_\_\_\_\_
Date: \_\_\_\_\_

Owner’s Signature: \_\_\_\_\_
Date: \_\_\_\_\_

**N. Notice to Proceed – SAMPLE**

**NOTICE TO PROCEED**

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

VIA EMAIL

Regarding:

Project Location: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract: Housing Rehabilitation Work Contract between Owner and Contractor dated \_\_\_\_\_.

Program Responsible Entity: \_\_\_\_\_

Program Admin Contact (PA Contact): \_\_\_\_\_

Program Admin Contact Phone: \_\_\_\_\_

Program Admin Contact email: \_\_\_\_\_

Program Construction Contact (PCC): \_\_\_\_\_

PCC Phone: \_\_\_\_\_

PCC Email: \_\_\_\_\_

Dear Contractor: \_\_\_\_\_

Pursuant to the above referenced Contract, you are hereby given Notice to Proceed with the work within seven (7) calendar days of the date of this notice and all work must be completed within \_\_\_\_\_ ( \_\_\_\_\_ ) calendar days of the date of this notice.

**Contractor's completion deadline is 4:00 pm (local time) on the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

Owner(s) signature(s):  
\_\_\_\_\_  
\_\_\_\_\_



O. Notice of Commencement – SAMPLE

AFTER RECORDING RETURN TO:
CITY OF TAMPA
HOUSING AND COMMUNITY DEVELOPMENT
4900 W. Lemon Street
TAMPA, FL 33609

Permit No.
Folio No.

NOTICE OF COMMENCEMENT

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

- 1. Legal description of property: Lot Block Unit# Bldg Lengthy legal attached:
Subdivision/Condominium:
Street address:
2. General description of improvements: housing rehabilitation
3. a. Owner name(s) and address:
b. Interest in property: fee simple
c. Name and address of fee simple titleholder (if different from Owner listed above):
4. a. Contractor name:
Contractor address b. Phone number:
5. Surety (if applicable, a copy of the payment bond is attached):
a. Name and address:
b. Phone number: c. Amount of Bond: \$
6. Lender name: City of Tampa Housing and Community Development Division
Lender's address: 306 E. Jackson Street, 3N, Tampa, FL 33602 b. Phone number: 813-274-7954
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided in section 713.13(1)(a)7., Florida Statutes:
a. Name and address: b. Phone no. of designee:
8. In addition to himself, Owner designates the following person/entity to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
a. Lender's Name: City of Tampa Housing and Community Development Division
Lender's address: 306 E. Jackson Street, 3N, Tampa, FL 33602 b. Phone number: 813-274-7954
9. Expiration date of notice of commencement:
(the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s):

Print Name: Print Name:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this day of 20, by who produced a/an as identification.

[SEAL]

Print Name:
Notary Public – State of Florida
Serial Number, if any:

VERIFICATION PURSUANT TO §92.525, FLA. STAT.

Under penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief.

Signature(s) of Owner(s) who signed above:

Signature line

P. Contractor Payment Request Form – SAMPLE

CONTRACTOR PAYMENT REQUEST

Project Location:	Tampa, FL	
Owner(s):		
Contractor:		
Contract:	Housing Rehabilitation Work Contract between Owner(s) and Contractor	Contract Date:

Program Responsible Entity (PRE): \_\_\_\_\_

SUMMARY OF CONTRACT

Original Contract Amount \$  
 Change Order # \$  
 Change Order # \$  
 Current Contract Amount \$

Payment request of \$ \_\_\_\_\_, which is either  Partial or  Final

Contractor:

I hereby request an inspection to receive payment in the amount above. I understand that if I schedule an inspection and it is found that the work to be inspected is not complete or does not otherwise meet Handbook standards, I will thereafter be required to pay at my sole cost a re-inspection fee for each re-inspection appointment until the work inspected is found in compliance. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished with regard to such work have been paid in full to this date. See attached cost breakdown.

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

Contractor Authorized Signature

Print Name: \_\_\_\_\_

License No: \_\_\_\_\_

[UPON FINAL PAYMENT ONLY]

Owner:

I/We agree that the work stated in the above Contract, as modified by any proper change order(s), has been fully completed, and I/we approve FINAL PAYMENT to Contractor contingent only upon inspection and concurrence by all involved public authorities and the Administrating Program Sponsor, if any. I agree to facilitate such inspection and, in the City's sole discretion I am not making myself, my home, and the project site reasonably available, I shall provide a lock box with entry keys, at my sole cost so that my home and the project site can be entered in order to ensure that public funds are timely accounted for and work can be verified as complete. I/We understand the actual amount disbursed may differ based the findings of said inspection.

\_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature

\_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature

Public Authority/Program Responsible Entity Certification and Recommendation:

The undersigned hereby certifies the above-described work associated with Contractor's  Partial or  Final Payment request has been inspected and based on that inspection, I recommend payment to Contractor in the amount of \$ \_\_\_\_\_ .

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

**Q. Change Order Form – SAMPLE**

**CHANGE ORDER FORM**

P.O.#: \_\_\_\_\_

Project Location: \_\_\_\_\_  
 Tampa, FL \_\_\_\_\_

Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract: Housing Rehabilitation Work Contract dated \_\_\_\_\_

PRE: \_\_\_\_\_

The Housing Rehabilitation Work Contract (Contract) between Owner and Contractor referenced above regarding certain work to be performed by Contractor at the above Project Location, is amended effective as of the date of the signature of the head (or designee) of the PRE is entered by said official into the shaded box below ("Program Authorized Signature") to include the following changes, additions and/or deletions to said work.

	Description of Work to be Changed	Line Item #	Location (Room/Area)	Amount
1.				
2.				
TOTAL CHANGE ORDER AMOUNT:				

**SUMMARY OF CONTRACT**

Original Contract Amount	\$
Change Order #	\$
Change Order #	\$
Total this Change Order - Add/(Deduct)	\$
<b>Revised Contract Amount</b>	<b>\$</b>

The time for completion is  unchanged |  extended |  decreased. If the time for completion is unchanged, then the completion date is confirmed; if extended or decreased then the completion date is established as \_\_\_\_\_.

This Change Order amends the Contract and all Contract terms shall apply unless specifically stated otherwise herein. This Change Order includes the sole and maximum compensation and extension of the time for completion to which Contractor may be entitled for any and all additions, deletion(s), and modification(s) to the work, and for any and all direct and indirect impact(s) on Contractor's schedule, arising from or relating to this Change Order and any and all other transactions, events, and occurrences through the date ("CO Date") the Program Authorized Signature is signed in the shaded box below. Contractor waives and releases all claims, demands, and causes of action against the Owner(s), the PRE, and/or the City of Tampa, their respective elected and appointed officials, officers, volunteers and employees, arising from or related to any transactions, events, and occurrences through the CO Date, excepting only Contractor's right as provided in the Contract to payment of any unpaid portion of the Revised Contract Amount. Change Order work begun prior to the CO Date shall be at the Contractor's sole cost. This Change Order may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Faxed or emailed signatures shall be acceptable and binding.

As of the date the Program Authorized Signature is signed in the shaded box below, this Change Order shall become an integral part of the Contract, amending the Contract and/or scope of Work as applicable.

*Program Authorized Signature*

\_\_\_\_\_  
*Owner's Signature*

\_\_\_\_\_  
*Contractor Authorized Signature*

**R. Punch List Form – SAMPLE**

**SUBSTANTIAL / FINAL COMPLETION INSPECTION PUNCH LIST**

Project Location: \_\_\_\_\_ Tampa, FL \_\_\_\_\_

Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract: Housing Rehabilitation Work Contract between Owner and Contractor dated \_\_\_\_\_

PRE: \_\_\_\_\_

Inspection Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Representation at Inspection (sign and print name(s) of all in attendance):

Contractor: \_\_\_\_\_

Owner: \_\_\_\_\_

PRE Program Construction Contact (PCC): \_\_\_\_\_

Inspection: Based on Contractor’s request a substantial completion inspection was conducted at the above Project Location on the above Inspection Date, which resulted in the following:

No punch list created. By signing below, Owner acknowledges the work has been completed to Owner’s satisfaction. Final payment is subject to the submittal of all required documents.

The below punch list items must be completed on or before \_\_\_\_\_, 20\_\_\_\_.

	Room Area	Punch List Item
1)		
2)		
3)		
4)		
5)		
6)		

Check box if additional punch list items appear on \_\_\_\_\_ of \_\_\_\_\_ attached page(s).

**UPON PUNCH LIST COMPLETION OR IF NO PUNCH LIST NEEDED**

Acknowledgment: By signing here, Owner and Contractor acknowledge all work, including punch list items noted above has been completed and/or corrected to the satisfaction of Owner as of the date last written below.

Owner: \_\_\_\_\_  
Sign Print Name Date

Owner: \_\_\_\_\_  
Sign Print Name Date

Contractor: \_\_\_\_\_  
Sign Print Name Date

\_\_\_\_\_  
PCC/HCD Contact Date



**LIENOR'S PARTIAL RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_ does hereby waive, release, remise, and relinquish, any and all rights to claim any lien or liens for work done or material or fixtures or equipment furnished, or any kind or class of lien whatsoever, including security interests filed in the official records of the County or filed with the undersigned, states that no other security interest exist in such fixtures and equipment as may be included in the following described property, to wit:

\_\_\_\_\_ Tampa, FL \_\_\_\_\_, which encompasses the property described in Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Hillsborough County, Florida

through to the date stated below and in the event any lien, or security interest shall appear or record in favor of the undersigned, the same shall be released, discharged, and terminated.

Owner(s) Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Work performed and/or materials furnished: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Lienor's Name: \_\_\_\_\_

Lienor Auth. Rep. Signature: \_\_\_\_\_

Print Auth. Rep. Name: \_\_\_\_\_

Print Auth. Rep. Title: \_\_\_\_\_

Check Amount: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Check Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by an authorized representative of \_\_\_\_\_ who is  personally known to me or  produced photo identification.

[AFFIX NOTARY SEAL]

Notary Public – State of Florida  
My commission expires: \_\_\_\_\_

**LIENOR’S PARTIAL WAIVER AND RELEASE OF LIEN**

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_,  
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished  
through to the date shown below to \_\_\_\_\_

*(insert name of your customer)*

on the job of \_\_\_\_\_ to the following described property:

*(insert name of the owner)*

\_\_\_\_\_, Tampa, FL \_\_\_\_\_, which encompasses the property  
described in that certain Notice of Commencement recorded at  
Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Hillsborough County, Florida

This waiver and release does not cover any retention or labor, services, or materials furnished after  
the date specified below.

Dated on: \_\_\_\_\_, 20 \_\_\_\_\_

Lienor’s Name: \_\_\_\_\_

Lienor Auth. Rep. Signature: \_\_\_\_\_

Print Auth. Rep. Name: \_\_\_\_\_

Print Auth. Rep. Title: \_\_\_\_\_

T. Request for Sworn Statement of Account Form – SAMPLE

REQUEST FOR SWORN STATEMENT OF ACCOUNT

WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.

To Lienor: \_\_\_\_\_
Lienor's Name
Lienor's Address

The undersigned hereby demands a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement for the improvement of real property identified as:

\_\_\_\_\_, Tampa, FL \_\_\_\_\_,
which encompasses the property described in that certain Notice of Commencement recorded at
Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Hillsborough County, Florida

Name of Contractor: \_\_\_\_\_
Name of Lienor's Customer: \_\_\_\_\_
(from Lienor's Notice to Owner, if such notice has been served)

This request is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Sincerely,

Homeowner Name(s): \_\_\_\_\_
Property Address: \_\_\_\_\_, Tampa, FL \_\_\_\_\_



**U. Lien Waiver and Release Form (Final Payment) – SAMPLE**

**CONSOLIDATED WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT**

I. **Lienor(s).** The undersigned lienor, in consideration of final payment in the amount stated below and all other previous payments made to said lienor, hereby waives and releases its lien and any right to claim a lien for labor, services, or materials furnished to \_\_\_\_\_ (“Contractor”) on the job of \_\_\_\_\_ (“Owner”) to the following described property:

\_\_\_\_\_, Tampa, FL \_\_\_\_\_  
 which encompasses the property described in the Notice of Commencement recorded at Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, Public Records of Hillsborough County, FL

By its signature below the undersigned lienor further assigns its rights to payment for work/materials furnished and to be furnished, if any, at the subject property to the City of Tampa, Florida (“City”), which is acting as lender under the City’s affordable housing programs, and agrees it will not perform further labor, materials, or services with regard to said job at the subject property for which charge will be made (other than corrective or warranty work for which no charge will be made). The undersigned lienor further agrees to indemnify and defend the City and Owner from any claims of lien recorded by the undersigned lienor and/or claims against payment bond made by the undersigned lienor, for work performed before or after the date of its signature below.

NAME OF LIENOR	TRADE	Final Payment Amount *	SIGNATURE OF AUTHORIZED REPRESENTATIVE	Date
	Plumbing	\$		
	Electrical	\$		
	HVAC	\$		
	Roofing	\$		
	Insulation	\$		
	Building Supplier	\$		
	Building Supplier	\$		
	Other:	\$		

II. **Contractor.** The undersigned fully authorized representative of the above-named Contractor agrees that in consideration of final payment to Contractor in the amount of \$ \_\_\_\_\_ and all other previous payments paid to it, Contractor for itself and its subcontractors, materialmen, suppliers, successors and assigns, hereby waives and releases all claims, demands, damages, liens and right to claim of lien for labor, services, or materials furnished to the Owner, together with costs and expenses, whether in contract or in tort against Owner and/or the City relating in any way to the performance of the its contract with Owner on the job of Owner to the above described property. The undersigned certifies the lienors listed above have contracted with Contractor to participate in the job of Owner on the above-described property and that no additional individuals or entities have furnished materials to or contracted for services with it during the course of said job, which is 100% complete.

The undersigned hereby assigns Contractor’s rights to payment for work/materials furnished and to be furnished, if any, at subject project to the City. The undersigned affirmatively warrants and represents that Contractor has been paid in full and agrees that Contractor will not perform further labor, materials, or services at the subject project for which charge will be made (other than corrective or warranty work for which no charge will be made).

\_\_\_\_\_  
 Authorized Representative of Contractor  
 [NOTARY BLOCK]

\_\_\_\_\_  
 Date

\* If lienor’s final payment was made in a prior draw write “Fully Paid Draw #[insert number]”.

**V. Final Payment Affidavit and Release – SAMPLE**

**CONTRACTOR’S FINAL PAYMENT AFFIDAVIT AND RELEASE**

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ (“Affiant”) who after being duly sworn deposes and says of his or her personal knowledge the following:

- A. Affiant is the \_\_\_\_\_ of \_\_\_\_\_ which does business in the State of Florida, hereinafter called the “Contractor.” Affiant is fully authorized representative of Contractor, empowered to execute a full and final release of lien for Contractor and to otherwise bind Contractor as stated herein.
- B. Contractor, pursuant to a contract dated \_\_\_\_\_, (“Contract”) with \_\_\_\_\_, hereinafter referred to as the “Owner,” has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to real property as more particularly set forth in said contract on the project commonly known as:  
 <<home address>>, Tampa, FL <<zip>>, which encompasses the property described in the Notice of Commencement recorded at Official Records Book <<NOC Book>> Page <<NOC Page>>, Public Records of Hillsborough County, FL
- C. This Affidavit is executed by Contractor in accordance with §713.06(3)(d) of the Florida Statutes for the purposes of obtaining a final payment from the City of Tampa, Florida (“City), which is acting as lender under the City’s affordable housing programs, in the amount of \$\_\_\_\_\_.
- D. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienor(s):

NAME OF LIENOR <i>(If no such lienors, please write “NONE” in the space provided)</i>	AMOUNT DUE
1.	\$ _____
2.	\$ _____
3.	\$ _____

- E. Except as specifically stated above Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner or the City might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid. Contractor further certifies it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from the City on Owner’s behalf and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due its subcontractors and/or materialmen from the payment it receives with respect to its final payment request, Contractor agrees to immediately refund all such unpaid amounts to the City.
- F. In consideration of final payment and all other previous payments paid to Contractor, Contractor agrees to indemnify, defend and save harmless Owner and the City any and any Program Responsible Entity of City (PRE) from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner, PRE, or the City by or through Contractor its subcontractors or materialmen, their successors and assigns, arising out of said Contract or the performance of the work covered by this Affidavit, including without limitation any claims of lien recorded by the undersigned and/or claims against payment bond made by the undersigned, for work performed before or after the date hereof.

\_\_\_\_\_  
 Affiant Signature Date

Sworn, to and subscribed before me this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ an authorized representative of Contractor,  who is personally known to me or  produced photo identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
 Notary Public – State of Florida  
 My commission expires: \_\_\_\_\_

**W. Owner Authorization (Final Payment) – SAMPLE**

**OWNER AUTHORIZATION - FINAL PAYMENT**

Project Location: \_\_\_\_\_, Tampa, FL \_\_\_\_\_  
 Owner(s): \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 PRE: \_\_\_\_\_

1. I/We (Owner) hereby certify that work performed by Contractor under the Housing Rehabilitation Work Contract dated \_\_\_\_  
 \_\_\_\_\_, 20\_\_\_\_ (“Contract”) on real property located at the above named Project Location has been  
 completed in accordance with the terms of said Contract.
2. I/We understand the work is NOT warranted by the City of Tampa or the Program Responsible Entity (PRE).
3. I/We understand work performed by the above-named Contractor carries a one (1) year warranty, (five (5) year warranty on new  
 roofing) beginning on the date I/we sign this document or final payment, whichever is later.
4. I/We understand that I/we experience any problems or have any concerns about the work or detect any defect(s) in  
 workmanship or materials within the warranty period, I/we must contact the Contractor directly at:

\_\_\_\_\_ (address)  
 \_\_\_\_\_ (phone) \_\_\_\_\_ (email)

I/We understand not contacting the Contractor within a reasonable time of a defect/defects being detected may impact the  
 warranty. It is recommended that the Program Responsible Entity (PRE) and the City of Tampa Housing and Community  
 Development Division (ATTN: HCD Manager, 4900 W. Lemon Street, Tampa, FL 33609) be copied on any warranty  
 communications with the Contractor. If the City’s Housing and Community Development Division documents a failure of the  
 Contractor to honor the warranty, the Contractor may lose its ability to enter into other program contracts.

5. I/We have been informed and trained by the Contractor on how to use and maintain the following:
 

<input type="checkbox"/> Appliances	<input type="checkbox"/> HVAC	<input type="checkbox"/> Plumbing Fixtures	<input type="checkbox"/> Windows/Doors
<input type="checkbox"/> Smoke Detectors	<input type="checkbox"/> Other(s): _____		

I/We understand neglect or abuse of an appliance, fixture, or item may impact its warranty and/or useful life.

6. Contractor has explained the Warranty(ies) to me/us and I/we have received the original Warranty(ies) from the Contractor.
7. I/We are satisfied with the work performed by the Contractor. All work is specified in my/our contract with the Contractor is  
 completed. I/We have carefully examined the work and the materials used on my/our home and being satisfied, hereby  
 request that final payment be issued to the Contractor.

\_\_\_\_\_  
 Owner Signature \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner Signature \_\_\_\_\_  
 Date

*(Owner(s) must sign in presence of the Program Construction Contact (PCC))*

**TO BE COMPLETED BY Program Construction Contact (PCC) / HCD AUTHORIZED PERSONNEL**

I certify that work performed at the Project Location under the Contract has been inspected and that the Contractor has  
 completed the work required in accordance with the Contract. I further certify that the Contractor has provided the City with  
 the required documentation for payment, including the Consolidated Waiver and Release of Lien Upon Final Payment and the  
 Contractor’s Final Affidavit and Release of Liens.

**COUNTERSIGNED:** \_\_\_\_\_ PCC Contact/HCD AUTHORIZED PERSONNEL \_\_\_\_\_  
 Date

\_\_\_\_\_  
**Head of PRE (or designee)** \_\_\_\_\_  
**Date**

X. Contractor Warranty – SAMPLE

CONTRACTOR WARRANTY ACKNOWLEDGEMENT

To: Program Responsible Entity with a copy to the City of Tampa
Subject: Warranty for Work
Address: Tampa, Florida
Owner: (insert Owner name(s))

Pursuant to our Housing Rehabilitation Work Contract ("Contract") with the above-named Owner, dated \_\_\_\_\_, 20\_\_\_\_, we \_\_\_\_\_, the Contractor, hereby acknowledge and advise the above-named part(ies), which shall be deemed to include the City of Tampa, Florida regardless of whether they are also so named above together with any Program Responsible Entity named in the Contract (hereinafter singularly or collectively the "Warranty Party") that the required Contractor's warranty together with any applicable termite and/or roofing warrant(ies) has/have been provided and explained to the Owner.

In connection with the performance of the work under the Contract, Contractor warrants to the Warranty Party that all materials, fixtures, and equipment furnished by Contractor, its subcontractors and suppliers, are new and of good quality and of good title. Should any defects appear within one (1) year (five (5) years on roofing work, five (5) years on termite treatment), from the date of the issuance of final payment, caused by faulty materials, fixtures, equipment or workmanship, Contractor shall upon written notice from the Owner and/or the Warranty Party immediately remedy same at no expense to the Owner or the Warranty Party and pay for any damage to other work resulting therefrom. The Owner is obligated to give written notice of observed defects with reasonable promptness within the applicable warranty period.

Said ONE (1) YEAR warranty commences on \_\_\_\_\_ and expires \_\_\_\_\_.

Said FIVE (5) YEAR ROOFING warranty commences on \_\_\_\_\_ and expires \_\_\_\_\_.

Said FIVE (5) YEAR TERMITE warranty commences on \_\_\_\_\_ and expires \_\_\_\_\_.

A copy of separate warrant(ies) provided to the Owner for those facilities specified in the Contract to be warranted is/are enclosed with this letter.

Sincerely,
[CONTRACTOR COMPANY NAME]

Auth. Signature: \_\_\_\_\_
Print Name & Title: \_\_\_\_\_
Date: \_\_\_\_\_
Phone Number: \_\_\_\_\_
Email: \_\_\_\_\_
License No. \_\_\_\_\_

Enclosure(s)

cc: City of Tampa, HCD Manager 4900 W. Lemon Street, Tampa, FL 33609

**Y. Contractor Evaluation Forms – SAMPLE**

**CONTRACTOR EVALUATION**

Project Location: \_\_\_\_\_, Tampa, Florida \_\_\_\_\_

Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Program Responsible Entity: \_\_\_\_\_

QUESTIONS	YES	NO	COMMENTS
Was the Contractor’s bid properly written?			
Was the Contractor’s bid properly submitted?			
Did the Contractor start work promptly?			
Did the Contractor require guidance of the specialist?			
Was the Contractor patient and understanding with the client?			
Was the Contractor accessible to the homeowner and specialist?			
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?			
Additional comments, if any:			

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

**CONTRACTOR EVALUATION**  
**[from Fla Housing Coalition 2016 Residential Rehabilitation Guide]**

Project Location: \_\_\_\_\_, Tampa, Florida \_\_\_\_\_

Contractor: \_\_\_\_\_

Program Responsible Entity (PRE): \_\_\_\_\_

CATEGORIES	MAX PT VAL.	POOR	FAIR	GOOD	XLNT	GRADE
Quality of Work	20	0-4	5-9	10-14	15-20	
Completion Time	20	0-4	5-9	10-14	15-20	
Code Compliance	20	0-4	5-9	10-14	15-20	
Contract Compliance	20	0-4	5-9	10-14	15-20	
Punch List	20	0-4	5-9	10-14	15-20	
TOTAL SCORE (OUT OF 100 POSSIBLE)						

**LEGEND**

- 95 to 100 Points Excellent
- 85 to 94 Points: Good
- 70 to 84 Points: Fair
- 0 to 69 Points: Poor

Three (3) Fair Scores within a six (6) month period = 90 day suspension from Bidders List.

One (1) Poor Score = suspension for 60 days from Bidders List.

\_\_\_\_\_  
*PCC Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Contractor Signature \**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*HCD Manager Signature*

\_\_\_\_\_  
*Date*

\* Contractor's signature on this form does not mean Contractor agrees with the evaluation. However, Contractor does acknowledge that this form may impact future contract awards and presence on the HCD Contractor List

**CONTRACTOR EVALUATION - HOMEOWNER**

Project Location: \_\_\_\_\_, Tampa, Florida \_\_\_\_\_

Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Program Responsible Entity (PRE): \_\_\_\_\_

Rate the Contractor on the Following Statements	Please check the box that applies:		
	POOR	FAIR	GOOD
Contractor conducted himself/herself in a professional manner.			
Contractor was considerate and careful of my personal property.			
Contractor was considerate of my neighbors.			
Contractor was willing to answer my questions.			
Contractor returned my phone calls.			
Contractor provided good quality and craftsmanship.			
Contractor kept yard clear of construction debris.			
Subcontractors were neat, professional, and considerate.			
Subcontractors provided acceptable quality work.			

Would you recommend this Contractor?  YES |  NO

Additional comments, if any:

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\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date





