



*City of Orlando Housing and
Community Development Department*

RULES REGULATIONS SPECIFICATIONS

for contractors



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INTRODUCTION

Welcome to the City of Orlando Housing and Community Development Department (HCD) housing assistance programs. It is our pleasure to present the Rules Regulations and Specification Manual for the rehabilitation or reconstruction of homes that have qualified for owner occupied assistance by the City of Orlando. The manual is separated into two parts.

Part One provides detailed rules and regulations that will assist the contractor in applying to bid, build, and receive payments for projects.

Part Two provides detailed information with regards to acceptable construction procedures and material specifications that have been tested and approved for use in the owner occupied housing program.

It is important for the contractors to know that a great deal of time and effort has been committed to ensuring that the procedures and products detailed in this manual meet or exceed minimum requirements to be utilized in the rehabilitation or reconstruction of homes that are participating in the City's housing assistance programs.

Customer service is a very important aspect of any successful organization. The Housing and Community Development Department has high expectations for our projects. We expect our contractors to share our goals to provide exceptional customer service, and a high level of respect toward our customers and their property. Through team work and cooperation with qualified Contractors we are providing a vital service to the residents of the City of Orlando.

PART ONE: CONTRACTOR RULES AND REGULATIONS

The following rules and regulations are developed for contractors participating in the City of Orlando Housing and Community Development Department Programs. All contractors providing services and/or materials are required to perform in accordance with the Rules, Regulations and Specifications for housing rehabilitation or reconstruction activities.

A review of all potential contractors will be undertaken by the City of Orlando Housing and Community Development Department Staff. All contractors will be required to fill out the current Contractor Qualification Application in order to be placed on the Contractor list.

This document applies to all new applicants and existing contractors on the previous Contractor List. A review of previous work practices and ethics will be conducted. Contractors who are found to have verifiable performance deficiencies will not qualify to participate in the Housing and Community Development programs. Contractors will not be added to the Contractor List until they have attended a Contractor Qualification Meeting conducted by the Housing Development Program Manager.

1. Definitions

- 1.1 ANSI – American National Standards Institute.
- 1.2 ASTM – American Society for Testing and Materials.
- 1.3 Bid "Chiseling" - Bidding on a project then sending out portions of the work to re-bid for a lower price once the contract has been signed.
- 1.4 Contract – A legally enforceable agreement between the contractor and the homeowner.
- 1.5 Contractor – A legally license person who agrees to furnish materials or perform services at specific prices for construction.
- 1.6 Housing and Community Development Department - also referred to as "HCD" herein.
- 1.7 Responsible bidder – A person who has the capability in all respects to perform the contract requirements fully, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.
- 1.8 Responsive – Conforming with all the material terms and conditions of the invitation to bid.
- 1.9 Retainer – Any amount of the contract that is withheld in order to ensure that the contract is completed in its entirety.
- 1.10 Specifications – Written statements that define the extent and quality of work to be done and the materials to be used.
- 1.11 Suspension – To render inactive temporarily; to cease participation for a pre-determined period of time.
- 1.12 Termination – Not permitted to remain on the Contractor's List by cause.
- 1.13 Unsatisfactory work – does not meet the minimum standards set forth in the project specifications and/or is in violation of City Code.

2. License and Certification

- 2.1 Contractors are required to maintain all licenses and certifications necessary to provide work to the Housing and Community Development Department.
- 2.2 All licenses and certification must be valid and maintained throughout the entire duration of each project.

3. Insurance

- 3.1 All required insurance information must be maintained in the Contractor file.
- 3.2 All required insurance must be current for the duration of each project.
- 3.3 All insurance certificates must come directly to the City of Orlando Housing and Community Development Department from the insurance provider.
- 3.4 Should the Contractor fail to provide proof of current insurance coverage, or proof of renewed coverage in the case of cancellation, the City shall have the absolute right to terminate the Contractor from the project without any further obligation to the Contractor.

PART ONE: CONTRACTOR RULES AND REGULATIONS

4. Acceptance to Contractor List

- 4.1 Contractor must meet all License and Certification requirements.
- 4.2 Contractor must meet all insurance requirements
- 4.3 Contractor will be required to submit to a background check.
- 4.4 Contractor must be in good standing on previous construction projects.
- 4.5 Contractor must use regular full time or part time employees.
- 4.6 Contractor must use Trade Subcontractors for all work requiring permits or the expertise of a trade professional (Electrical, Plumbing, HVAC, and Roof).
- 4.7 Contractors must not have a Suspension or Debarment from any Federal, State, or Local Program.
- 4.8 Contractor's home office must be within twenty five (25) miles of the City of Orlando, so that the contractor is able to respond quickly in case of emergencies.
- 4.8.1. Contractor may use a Satellite office provide they meet the following:
 - a. Satellite office must meet the requirement for home office as defined in section 4.8
 - b. Contractor must operate out a building, complete with office equipment;
 - c. Building must have a physical address;
 - d. Building must contain construction equipment (vehicles, tools etc); and
 - e. It is the responsibility of the contractor's to provide proof (i.e. utility bills, occupational license / business tax receipt, etc..) to the Housing Development program Manager that they meet these requirements.
- 4.9 Specialty contractors that have a particular area of expertise are exempt from rule 4.8.

5. Contractor Qualification Meeting

- 5.1 In order for a contractor to be accepted to the Contractor List he/she will be required to attend a Contractor Qualification Meeting.
- 5.2 The meeting is designed to provide the Contractors with the necessary information to guide, and inform them of the Department's expectations, rules and regulations.
- 5.3 Meetings will be scheduled and facilitated by the Housing Development Program Manager at least annually.

6. Removal From Contractor List

- 6.1 If work is deemed unsatisfactory upon investigation at least three (3) times in a one-year period, the Housing Development Program Manager reserves the right to remove the Contractor from the list, regardless of whether the work was ultimately corrected. The Contractor will receive written warning that he/she is subject to removal upon the second occurrence of unsatisfactory work.
- 6.2 If the Contractor has been suspended at least two (2) times under Section 41 (Suspension herein) in a one-year period, the Housing Development Program Manager reserves the right to remove the Contractor from the Contractor List. The Contractor will receive written warning that he/she is subject to removal upon the first suspension.
- 6.3 If the Contractor fails to comply with these Rules and Regulations without just cause on one or more occasions, he/she may be subject to removal from the list upon written notice.
- 6.4 If the Contractor receives complaints or unsatisfactory evaluations under subsection 39.5 (Contractor Evaluations herein), he/she may be subject to removal from the list upon written notice.
- 6.5 If the Contractor is terminated from a project under Section 43 (Termination) by the Housing Development Program Manager, he/she may be subject to immediate removal from the contractor register upon written notice.
- 6.6 If the Contractor disputes the removal from the list, such dispute must be submitted in writing to the HCD Director within five (5) days of receiving notice of removal from the list.
- 6.7 The Housing and Community Development Director will make a determination within 5 business days, based on the information provided by the contractor and the Housing Development Program Manager and that determination will be final.

PART ONE: CONTRACTOR RULES AND REGULATIONS

7. Respect of Person and Property

- 7.1 The Contractor is required to give the homeowner at least one day notice when scheduling appointments to visit a home. (Except in the case of Emergency assistance or repair)
- 7.2 The Contractor shall be respectful and courteous to the homeowner at all times. If issues develop that need resolution, the Contractor is to call the Housing Rehabilitation Specialist assigned to that project and inform him/her of the situation.
- 7.3 Contractors and their agents/employees, including subcontractors, are not to drive on unpaved property without written consent from the homeowner.
- 7.4 The residence must be cleaned of all construction and/or demolition debris, and such debris must be removed from the property or placed in an appropriate refuse container on a daily basis and upon completion of the job.
- 7.5 All jobs must be left "broom clean" each day.
- 7.6 No unsafe conditions shall be left overnight.

8. Workmanship

- 8.1 Workmanship shall be of the highest quality.
- 8.2 All work shall comply with the City Code and Florida Building Code.
- 8.3 Quality assurance inspections will be performed by the Housing Rehabilitation Specialist.
- 8.4 If work is deemed unsatisfactory by the Housing Rehabilitation Specialist, the Contractor will be given ten (10) business days to make corrections to the work.
- 8.5 If corrections are not made within the prescribed time without good reason (i.e. weather delays, Acts of God, etc...), the Contractor may be subject to termination from the job, suspension from bidding on new projects, and/or removal from the Contractor list.
- 8.6 An issue that is considered to be a hazard shall be made safe immediately upon notification by the Housing Rehabilitation Specialist, Permitting Services Division, Code Enforcement or any other City Department and then corrected within twenty-four (24) hours.

9. Permits

- 9.1 The Contractor is responsible for obtaining all required permits on all projects.
- 9.2 A copy of the permit must be verified by the Housing Rehabilitation Specialist prior to the commencement of work.
- 9.3 A copy of the permit shall be placed at the construction site in accordance with the requirements of the City of Orlando Permitting Services Division.

10. Notice of Commencement

- 10.1 The Housing Financial Specialist will provide the Contractor with the required Notice of Commencement.
- 10.2 The Contractor will submit the Notice of Commencement to the Permitting Services Division along with the Permit application.

11. Commencement of Work

- 11.1 The Housing Rehabilitation Specialist will issue a Notice to Proceed to the Contractor.
- 11.2 The Contractor must begin work within seven (7) days of the date indicated on the Notice to Proceed, except in the case of emergency work or inclement weather.
- 11.3.1 Contractor will contact the Housing Rehabilitation Specialist upon commencement of each the following stages as applicable:
 - 11.3.2 New construction:
 - Pre-foundation pour
 - After framing
 - After drywall texture
 - At the time interior/exterior painting is scheduled
 - After final inspection by the Permitting Services Division

PART ONE: CONTRACTOR RULES AND REGULATIONS

Commencement of Work (cont)

11.3.3 Rehabilitation:

- On the date of move out by homeowner
- Prior to covering electrical or plumbing work
- After drywall texture
- At the time interior/exterior painting is scheduled
- After cabinets are installed
- Prior to covering structural repairs
- After final inspection by the Permitting Services Division

11.3.4 Roof work:

- After tear off/prior to dry in
- After secondary vapor barrier
- After final inspection by the Permitting Services Division.

12. Completion of work

- 12.1 All work shall be satisfactorily completed within the specified time period as detailed in the contract.
- 12.2 Work days will be based on the bid amount rounded to the next thousand and multiplied by 1.5 working days (except for new construction).
- 12.3 If the Contractor does not complete the work within the time frame specified in the work contract, the Contractor will be responsible for the lodging costs of the homeowner beyond the contract completion date.
- 12.4 Contractor will not be responsible for additional lodging if the delay is caused by circumstances beyond the Contractor's control (i.e. inclement weather, Acts of God, etc...) as determined by the Housing and Community Development Program Manager.
- 12.5 The Contractor agrees that 5% of the contract price may be withheld from the amount to be paid to the Contractor for each day that the work is not completed past the scheduled completion date.
- 12.6 Upon completion of the project, the Contractor will instruct the homeowner on how to use and maintain all installed fixtures, appliances, air conditioning systems, smoke detectors, and such other similar items.
- 12.7 The Contractor will explain all warranties and give the original warranties to the homeowner.
- 12.8 The Contractor will provide the homeowner and the Housing and Community Development Department with a list of all subcontractors used to install major components (e.g., plumbing, electrical, air conditioning, etc.) for each project.

13. Warranty

- 13.1 All rehabilitation or new home/reconstruction work will be warranted by the Contractor for a period of 1 year.
- 13.2 Roof work will be warranted by the Roofing Contractor for a period of 5 years.
- 13.3 During the warranty period, if the homeowner notifies the Contractor or Housing and Community Development Department of a problem, a member of the HCD and the Contractor will make arrangements to inspect the problem at the jobsite within five (5) business days. If the problem is determined to be the responsibility of the Contractor, he/she must make corrections within ten (10) business days.
- 13.4 If the Contractor feels the problem does not fall under the requirements of the warranty or is a result of homeowner abuse, the Contractor shall notify the Housing Rehabilitation Specialist. The Housing Development Program Manager will make all final determinations with regard to corrective action.
- 13.5 In the event corrections are not made within the required time limit, the Housing Development Program Manager reserves the right to suspend the Contractor from bidding on future projects until all corrections have been completed.

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14. Materials

- 14.1 All products and materials shall be new, in good condition, and of standard grade unless otherwise agreed to in writing, by the contractor and the HCD before delivery of the materials to the job. Products and materials shall be installed in accordance with manufacturer's directions and specifications.
- 14.2 If repair of existing work is required, the item that is to be repaired must be placed in "equal to new condition" either by patching or replacement.
- 14.3 All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.
- 14.4 Product types, sizes, colors, etc. shall be in accordance with the project specifications provided by the HCD, unless authorized by the Housing Development Program Manager.
- 14.5 Any product or material installed that does not comply with the project specifications provided by HCD will be removed and replaced with the contractor absorbing all costs incurred.
- 14.6 Substitution of specified materials is prohibited unless prior approval is obtained from the Housing Development Program Manager.
- 14.7 The Contractor may propose substitutions in writing including any cost adjustments to the Housing Development Program Manager for approval prior to installation.
- 14.8 The Housing Development Program Manager's decision with regard to proposed substitutions is final.

15. Incidental Items

- 15.1 Items not mentioned in the project specifications, the architectural drawings, or the rehabilitation write-up that can be reasonably and legitimately inferred to be necessary to complete the work, maybe furnished and installed with written approval before work was performed.

16. Security

- 16.1 The Contractor is responsible for the security and protection of homeowner property while on the premise and will ensure that houses are locked, secure and safe.

17. Loss or Damage of Work

- 17.1 The Contractor is responsible for any loss or damage to the work until the time of final acceptance by the homeowner.
- 17.2 Any loss or damage shall be covered by the Contractors' insurance policy.

18. Correction of Work

- 18.1 Any work that is found to not conform to the project specifications or is deemed unsatisfactory by the Program Development Manager shall be the responsibility of the Contractor to correct.
- 18.2 The Contractor will have ten (10) business days from the date of written notification from the Program Manager to make corrections to the work.
- 18.3 If the Contractor fails to make corrections to the work within ten (10) business days, the Program has the right to have the work corrected and charge the Contractor the cost to correct the work including, cost penalties and interest.
- 18.4 The cost to correct the work will be deducted from the amount that is retained for the project Section 29 (Retainer) herein.
- 18.5 If the cost to correct is greater than the balance of the retainer, the contractor will be charged directly for the difference.

19. Specifications

- 19.1 The manual was designed to cover construction financed done by the Housing and Community Development Department. This manual should be used in conjunction with the work write-up and/or any architectural plans to determine the needs for each project.
- 19.2 Contractors are cautioned that all specifications quoted in this manual are to be used without exception.

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20. Contractor Identification

- 20.1 Contractors will be required to provide identification badges for their representatives working on HCD projects. If the individual cannot verify that they are working for the Contractor responsible for that specific project, then they may be asked to leave the premises.
- 20.2 If an individual does not leave a job site when asked to do so they may be subject to prosecution to the fullest extent of the law.

21. Bidding of Projects

- 21.1 HCD assists the homeowner in the selection of a Contractor through a bidding process. The Contractor who is selected will enter into a work contract with the homeowner.
- 21.2 HCD staff will initiate an Invitation to Bid. The Invitation to Bid will include:
 1. Bid forms which list items to be repaired and replaced. Bid form to acknowledge receipt of the bid package.
 2. The time and location designated for submission of bids.
 3. Date and time for a pre-bid walk through of the project.
- 21.3 The Invitation to Bid will be distributed to eligible Contractors.
- 21.4 Upon notification by the Housing Rehabilitation Specialist, eligible contractors may pick up a bid package at a designated location.
- 21.5 The Contractor must sign to receive a bid package.
- 21.6 Minor repair projects under \$10,000 and emergency work will not be subject to bid rules (see Section 46, Emergency/Minor Repair).

22. Pre-Bid Walk-Through/Conference

- 22.1 All bidders are required to attend a mandatory pre-bid walk-through or pre-bid conference before the submittal of any bid. The purpose of this walk-through is to provide and solicit information relative to the scope, purpose, nature, and extent of the work. This walk-through also provides an opportunity for contractors to examine any local conditions which may affect the work. If the Contractor cannot attend the walk-through, or if after the walk-through, the Contractor chooses not to bid on the project, a "No Bid" must be returned to HCD by hand delivery, mail, or fax no later than the specified bid due date and time.
- 22.2 If a Contractor fails to turn in a "No Bid" three (3) consecutive times, he/she may be suspended from further bidding for a period of up to one (1) year.

23. Bids and Proposals

- 23.1 Submittal of a bid shall constitute an acknowledgement by the Contractor that he/she has thoroughly examined the job site and is familiar with the Housing Rehabilitation work write-up and this Manual.
- 23.2 All bids must be itemized. The line item total will be used as the basis for awarding the bid. If the line item total and the bid price listed on the front of the Invitation to Bid differ, the line item total will prevail.
- 23.3 Mathematical errors, omissions, or other mistakes made by the Contractor, will not be honored as an exception to the bid total.
- 23.4 All bids and bidders must be responsive and responsible.
- 23.5 The Housing Development Program Manager reserves the right to reject any or all bids for failure to be responsive or responsible.
- 23.5 Bid Chopping or "Chiseling" is considered to be unethical and is not considered an acceptable practice.

24. Bid Selection

- 24.1 All bids must be submitted sealed and delivered to HCD no later than the specified time and date listed on the Invitation to Bid.
- 24.2 The bid will be awarded to the lowest responsible bidder that is within the range of 10% above and below the in-house estimate.

PART ONE: CONTRACTOR RULES AND REGULATIONS

- 24.3 If none of the bids are within the 10% range, the Housing Development Program Manager reserves the right to choose the lowest responsible bidder, or to have the project sent out for rebid.
- 24.4 The winning Contractor must be approved by the homeowner. If the homeowner disapproves of the winning Contractor, the Housing Development Program Manager shall award the bid to the second lowest responsible bidder.

25. Bid Protests

- 25.1 Only a contractor who has submitted a bid proposal for a specific project to HCD will have standing to protest that specific bid.
- 25.2 All bid protests shall be submitted in writing to the Housing Development Program Manager within two (2) business days of date of receipt of the bid results.
- 25.3 The Housing Development Program Manager will review any and all bid protests.
- 25.4 The Housing Development Program Manager will make a determination within 3 working days on the results of the Bid Protest in writing.
- 25.5 After the determination by the Housing Development Manager has rendered, if the Contractor still has concerns about the methodology of the bid process, the Contractor may appeal the protest to the HCD Director within three (3) working days.
- 25.6 The HCD Director will have three (3) working days to respond to the appeal. The HCD Director's response will serve as the final determination.

26. Progress Inspections

- 26.1 Contractor shall provide a lock box for the Building Inspector and Housing Rehabilitation Specialist to access on all Housing and Community Development Department projects.
- 26.2 The Contractor shall facilitate inspection of the work during normal working hours by authorized Building Inspectors.
- 26.3 All work shall be subject to the approval of the Building Inspector and the Housing Rehabilitation Specialist.
- 26.4 The Housing Rehabilitation Specialist shall be notified of the work that will be inaccessible at specific stages of the work and before the completion of work.
- 26.5 Contractor shall notify the Housing Rehabilitation Specialist of any work, material and/or condition that he/she may not be able to verify by visual inspection.

27. Change Orders

- 27.1 Jobs should be bid and completed with no change orders.
- 27.2 Change orders will only be allowed when the Contractor and/or the Housing Rehabilitation Specialist encounters unforeseen conditions that could not be initially evaluated.
- 27.3 The Contractor shall not proceed with a change without written authorization from the Housing Development Program Manager.
- 27.4 Changes in the scope of work or workmanship that are inconsistent with the project specifications shall be submitted in writing, by the contractor, prior to any commencement of work, with any cost adjustments to the Housing Rehabilitation Specialist for review.
- 27.5 The Housing Development Program Manager reserves the right to solicit bids from other Contractors for any change orders or changes in work, workmanship, or materials.

28. Billing and Payments

- 28.1 The Contractor shall submit all pay requests to the Housing Rehabilitation Specialist.
- 28.2 Faxed pay requests will not be accepted.
- 28.3 In order to process a partial payment request, a partial payment request affidavit and release of liens must be submitted to the Housing and Community Development Department with a computer generated or typed invoice.
- 28.4 For rehabilitation projects, a partial pay request may be turned in after 50% of the work has been completed and inspected. The partial payment dollar amount shall not exceed 50% of the total job cost. The remaining 50% may be billed at final completion and inspection provided that the punch list is completed and signed by the homeowner and

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Billing and Payments (cont)

the Housing Rehabilitation Specialist. A 10% retainer of the total job cost will be held on all projects until the punch list is completed and signed by the homeowner and the Housing Rehabilitation Specialist or the Housing Development Program Manager.

- 28.5 In order to process a final payment request, the following documents must be submitted with a computer generated or typed invoice:
- Final payment request affidavit
 - Release of liens
 - Warranty
 - Completed Punch list
 - Certificate of Occupancy or Certificate of Final Completion
- 28.6 No funds will be disbursed for payment until all required inspections and final approvals have been obtained from the Permitting Services Division and the Housing and Community Development Department.
- 28.7 Final payment does not relieve the Contractor from the responsibility of obtaining final inspections, Certificate of Final Completion, or a Certificate of Occupancy from the Permitting Services Division.
- 28.8 For new home/reconstruction projects, a partial pay request may be turned in for each of the following percentages of the total cost of the project:
- 15% after slab
 - 15% after lintel pour
 - 25% after framing inspection
 - 25% after interior/exterior painting
 - 10% at completion after final Certificate of Occupancy and all utilities are operational
 - 10% retainer after punch list
- 28.9 If the homeowner is not available or refuses to sign the authorization for final payment when the work was completed satisfactorily, the Housing Development Program Manager is deemed authorized to approve payment.
- 28.10 Homeowner shall sign an authorization for final payment in the presence of a member of the Housing and Community Development Department Staff.

29. Retainer

- 29.1 A minimum of ten percent (10%) of the total job cost will be retained on all construction related projects.
- 29.2 The amount retained on all projects will be released when the punch list is signed and approved by the homeowner and a Housing Rehabilitation Specialist or Housing Development Program Manager. A member of the Housing and Community Development staff must be present when the homeowner signs the punch list.

30. Subcontractors

- 30.1 When subcontractors are employed, they shall be bound by the terms and conditions of this manual insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility for proper completion of all work executed pursuant to these guidelines.
- 30.2 Subcontractors shall be used where the experience and expertise of that specific trade is necessary or required by building codes and regulations (Plumbing, Electrical, HVAC, Roofing, etc...).
- 30.3 Contractor is required to prepare a list of all subcontractors for each project and provide that list to the Housing Rehabilitation Specialist prior to the start of construction.
- 30.4 All subcontractors are required to have all necessary licenses, insurance, and certifications in order to perform work for a contractor providing services under the Housing and Community Development Department Programs.
- 30.5 Contractor is responsible for and subcontractors under their direction and supervision.

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31. Drawings

- 31.1 For rehabilitation projects, floor plans are for illustrative purposes only and may not show all work required, exact dimensions, or construction details.
- 31.2 For construction of new homes, HCD will provide plans from a registered architect.
- 31.3 Contractors shall verify all dimensions prior to submittal of bids.
- 31.4 Contractors shall verify all dimensions on architectural plans and drawings related to work in the field during construction.
- 31.5 Contractor is responsible for following specifications on architectural plans and drawings. Any questions or clarification regarding the architectural plans or drawings should be directed to the Housing Rehabilitation Specialist.

32. Building Codes

- 32.1 All work shall be done in accordance with state and local laws, regulations, ordinances, and codes, as interpreted by the City of Orlando Permitting Services Division.

33. Clean up

- 33.1 All construction site debris shall be placed in a container on a daily basis. No debris shall be left in the yard or uncontained at the job site. (City of Orlando Code Enforcement will cite for violation)
- 33.2 If a Contractor is recycling materials, the dismantling of such materials will not be performed at the job site.
- 33.3 All areas must be thoroughly cleaned daily and at the completion of the project.
- 33.4 All debris must be disposed of legally.

34. Move Out and Storage

- 34.1 Where a homeowner is required to move out of the home, the cost of the move and storage of items should be included in bids on all projects. Contractor will provide homeowner with a minimum of 4 boxes per room, 2 dish pack kits, 1 glass pack kit, 2 wardrobe boxes, packing material, and tape. (Allowance of \$200.00).
- 34.2 The Contractor shall make a list of household contents, the number of boxes, type of furniture, etc. The homeowner shall sign the list to acknowledge all items removed. The same procedure shall be utilized when the items are returned to the home.
- 34.3 A copy of the contents list must be provided to the homeowner and the Housing Rehabilitation Specialist.
- 34.4 The Contractor will discard anything left behind on the property.
- 34.5 The homeowner is to have the only key to the storage unit and the storage contract will be between the contractor and the storage facility. Storage and/or moving expenses will be paid by the Housing and Community Development Department and will be included in the bid. (The use of PODS, or approved equal has been determined to be the best and most acceptable form of storage).
- 34.6 The Contractor will be held responsible for the security and handling of the homeowner's household contents.
- 34.7 Storage units (PODS) are to be put in storage when the homeowner moves out.

35. Construction Facilities and Temporary Controls

- 35.1 A permit box must be posted at the site on a 4 x 4 post facing the street with a "No Trespassing" sign under the box on all projects requiring a permit.
- 35.2 Where temporary power is needed, the Contractor must use a meter provided by O.U.C. on a 4 x 4 PT pole with bracing as approved by the Permitting Services Division.
- 35.3 Contractor is responsible for water connection and the connection fee for reconstruction projects.
- 35.4 On all new construction and substantial rehabilitation jobs, the Contractor is required to provide temporary sanitation, Comfort House, or the equivalent with weekly cleaning service.

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36. Compaction

- 36.1 Contractor shall be required to meet all compaction requirements and shall be responsible for testing and certification on all new home/reconstruction projects.
- 36.2 Contractor will include these costs in the bid.
- 36.3 Contractor shall provide a copy of the compaction certification to the Housing Rehabilitation Specialist.

37. Site Work and Demolition

- 37.1 Site work includes the following:
 - Lot scraping
 - Root raking
 - Brush clearing
 - Removal of waste material
 - Fill dirt
 - **Contractor must protect existing trees and landscaping not scheduled for removal including barricades at the drip line.**
- 37.2 Contractor must obtain a permit for demolition work and comply with all conditions of the permit.
- 37.3 Contractor must provide temporary erosion and dust control. All areas should be compacted to at least 95% of the material's ASTM D-1557 maximum dry density for its full depth.
- 37.4 Any fill imported to a site shall be free from topsoil, vegetable matter, roots, debris and other deleterious material.
- 37.5 Contractor must remove all stumps, roots, brush, debris, etc., from the site upon completion of the work.
- 37.6 Contractor should check with Housing Rehabilitation Specialist at walk through to verify extent of work to be performed. (Refer to Section 22)

38. Surveying, Hubbing, Elevation

- 38.1 Contractor will be responsible for the survey of property as it relates to the placement of the new home.
- 38.2 Elevation certification will be required when the foundation is complete.
- 38.3 Contractor must include these costs in the bid.

39. Contractor Evaluations

- 39.1 The homeowner and/or the Housing Rehabilitation Specialist will fill out a contractor evaluation at the end of each job to be entered into the contractor file. A copy will be provided to the contractor.
- 39.2 The contractor evaluation will be utilized to monitor contractor performance.
- 39.3 If a Contractor receives three (3) complaints or three (3) unsatisfactory evaluations in a one year period, the Contractor may be suspended from further bidding for a period of up to one (1) year.
- 39.4 If, after suspension from bidding, a Contractor returns to the program and continues to receive the same complaints or unsatisfactory evaluations, the Contractor may be subject to permanent removal from the Contractor List by the Housing Development Program Manager.

40. Disputes

- 40.1 Disputes with regard to payment or construction activities under a program sponsored by the Housing and Community Development Department will be handled within the City of Orlando Housing and Community Development Department and City Attorney's Office or the court system depending on the program involved.
- 40.2 Any dispute relating to payment, construction activities or project specifications must be in writing and delivered to the Housing Development Program Manager by certified mail within five (5) business days of the onset of the dispute.

PART ONE: CONTRACTOR RULES AND REGULATIONS

40.3 Any dispute between the Contractor and the homeowner must be resolved between those parties.

41. Suspension

- 41.1 If a Contractor is found to be in violation of these Rules and Regulations, the Contractor may be subject to suspension from further bidding by the Housing Development Program Manager.
- 41.2 If a Contractor receives three (3) complaints or three (3) unsatisfactory evaluations in a one-year period, the Contractor will be subject to suspension from further bidding by the Housing Development Program Manager.
- 41.3 If a Contractor fails to submit a "No Bid" on three (3) consecutive occasions, the Contractor will be subject to suspension from further bidding by the Housing Development Program Manager.
- 41.4 Housing Development Program Manager may suspend bidding privileges for a period of up to one year.
- 41.5 If the Contractor has been suspended twice in a one-year period, the Housing Development Program Manager shall remove the Contractor from the Contractor List.
- 41.6 If a Contractor is being reviewed for work performance or ethical concerns, the Contractor may be suspended from bidding until the review is completed.
- 41.7 If the Contractor enters into a dispute with the homeowner or the City, the Contractor may be suspended from bidding until the dispute has been resolved.

42. Voluntary Withdrawal from Contractor List or Bid

- 42.1 The Contractor has the right to voluntarily withdraw his/her name from the Contractor List at any time.
- 42.2 The Contractor shall send a written request to withdraw from the list to the attention of the Housing Development Program Manager.
- 42.3 The Contractor has the right to withdraw from a bid prior to the signing of the contract with the homeowner.

43. Termination

- 43.1 The Contractor shall be terminated from the project upon the occurrence of one or more of the following actions:
- Breach of contract with the homeowner
 - Failure to provide the Housing and Community Development Department with evidence of current license or insurance
 - Failure to comply with these Rules and Regulations
 - Failure to comply with Orlando City Code
 - Finding of misrepresentations of material fact provided in the bid, in the information submitted for the Contractor List, or in the documentation submitted for payment.
- 43.2 If the Contractor is terminated from a project, he/she shall be subject to immediate and permanent removal from the Contractor List.

44. Federal Requirements

- 44.1 The Housing and Community Development Department programs are funded by the Department of Housing and Urban Development (HUD) through the: Community Development Block Grant (CDBG) program and HOME Investment Partnership (HOME) program; or the Florida Housing Finance Corporation through the State Housing Initiatives Partnership (SHIP) program
- 44.2 These Rules and Regulations are consistent with federal and state programs.
- 44.3 In instances where federal funding is utilized, Federal Acquisition Regulations (FAR) shall be consulted for operation, suspension and debarment.

PART ONE: CONTRACTOR RULES AND REGULATIONS

45. Emergency/Minor Repair

- 45.1 Emergency and minor repairs will not be sent out to bid due to the nature of the work.
- 45.2 Contractors that have made themselves available to provide emergency repair work and minor repairs will be called upon in rotation and will be required to respond in a timely manner. If a contractor is not able to be contacted or is unavailable to respond the next contractor on the list will be called.

46. Timeliness

- 46.1 Time is of the essence on all projects.
- 46.2 Contractors will be held accountable for delays due to Contractor performance.
- 46.3 Any and all weather and material delays must be documented.
- 47.4 Contractor has the responsibility to inform the Housing Rehabilitation Specialist in advance if delays are anticipated.

PART TWO: SPECIFICATIONS

- The specifications shown in this manual are intended to represent items of quality that meet the City of Orlando's Housing and Community Development Department requirements. This manual was designed to cover all areas of work assisted by the Housing and Community Development Department and should be used in conjunction with the work write-up and/or any architectural plans to determine the specific items for each project.
- While the City endeavors to promulgate written specifications that are accurate and non-restrictive for bidding purposes, we may reference an item by manufacturer's name and number for demonstration purposes.
- Sections of the specifications highlighted in "GREEN" refer to green building or sustainability.
- Sections highlighted in "RED" are intended to bring attention to important details.
- **Contractors are cautioned that all items quoted in this manual are to be used without exception.**

Scope of Work

- The Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the proper completion of the rehabilitation of the property specified in the work write up.
- The Housing and Community Development Department will provide architectural plans for new home/reconstruction projects.
- Materials and items used for rehabilitation projects should match existing products and finishes in the home unless specified otherwise.

Work Write Up

- The work write up shall not take precedence over these specifications. The work write up is to be implemented in conjunction with architectural drawings and state and local building codes. Prior to submitting a proposal/bid, each bidder must have examined the site and be satisfied as to existing conditions under which he/she will be obligated to work.

Site Work

- **Control the path and velocity of runoff with silt fence or comparable measures.**
- Erosion control measures shall remain in place during the entire construction process.
- Install protective barriers around all trees and landscaping that will remain undisturbed during and after construction.

Landscaping

- All new homes will require new Bahia sod and topsoil installed on the property.
- Landscape will be graded to slope gradually away from the foundation of the house as required by engineering and local building code.
- Additional items such as trees, plants, mulch, etc., will be indicated on the work write up or the architectural drawings.
- No areas are to be left with bare soil. Sod or mulch must be installed.
- Trees are to be 3" to 4" caliper Florida Fancy hardwood.
- Plants and trees shall comply with recommendations and requirements of "American Standard for Nursery Stock" ANSI Z60.1.
- Landscape materials: Use native, drought-tolerant, low water "xeriscape" plants where practical. ***"No Invasive Plant Species"***
- ***Contractor shall be responsible for the installation of any plant requirements mandated by the building or zoning depts.***
- Contractor shall warranty installed landscape plants for one year. The Contractor is encouraged to visit the site periodically during the warranty period to evaluate maintenance procedures being performed by the owner. Contractor shall notify the owner, ***in writing, of maintenance procedures and conditions, which threaten vigorous and healthy plant growth.***

PART TWO: SPECIFICATIONS

- *All plants are to be planted a minimum of 24" away from the foundation of the house.*

Grade

- Minimum finished floor height on all new home and reconstruction projects will be two feet (2') above grade or two feet (2') above the crown in the road, whichever is greater. **"No Exceptions"**
- All floor slabs will be of stem wall construction.

Concrete

- Provide cast-in-place concrete where appropriate, including, but not limited to, footings, foundations, steps and slabs on grade. Follow American Concrete Institute (ACI) codes and standards.
- Grass, roots, or foreign matter are to be removed prior to the placement of any concrete.
- Reinforcing: Bars: deformed steel, ASTM A615, grade 60 and Mesh: welded steel wire fabric, ASTM A185. Note: Fiber mesh is acceptable in lieu of welded steel fabric.
- Portland cement: type I minimum 2500 PSI at 28 days, ASTM C150.
- Aggregate: Normal weight, ASTM C33
- All concrete slabs shall be separated from existing construction by ½ inch asphalt-impregnated expansion joint material.
- Isolation and control joints: industry standard.
- Exterior steps and slabs: broom or Texture finish, (Department approval required.)
- Porch slabs shall be poured on top of stem wall with a ¾ inch overhang.
- **Driveways are to be a minimum of Ten Feet (10') wide and will extend from the garage to the street with the appropriate apron, unless otherwise specified.**

Masonry

- Provide unit masonry for block wall construction.
- Concrete block: normal weight, ASTM C145, C90 Type 1, grade N; nominal 8 x 8 x 16" size with hollow cores. Special shapes as required by plans or buildings configuration.
- Mortar: ASTM C270, Portland cement-line mortar, type N above grade, type M below grade, other types as required by application.
- Ties and reinforcing: hot-dipped galvanized ASTM A153.

Fences

- Fences shall consist of the chain link variety, unless otherwise specified, hot dipped galvanized #11 minimum wire, post, and fasteners, minimum 4 feet high.
- Entrance gates shall be minimum 42 inches wide and 4 feet high.
- Driveway gates a minimum of 10 feet wide and 4 feet high.
- Posts shall be anchored in concrete. (60 lbs per post)
- The contractor is responsible for surveying prior to the installation of all fences.
- All fence installations shall include the removal of any shrubs, trees, flowers, etc., that may be in the way of, or interfere with the fence installation. Care shall be taken to keep such plant removal to the minimum necessary to install the fence correctly.

PART TWO: SPECIFICATIONS

Wood /Plastics

- Provide rough carpentry, including but not limited to, framing, blocking, nailers, plates, sub flooring, sheathing and furring.
- Vertical framing members and furring strips shall be 16 inches on center.
- Materials: Lumber – comply with PS 20 and respective grading rules. Plywood – comply with PSI ANSI A 199.1 or APA performance standard.
- Provide galvanized steel connectors by Simpson Strong – Tie Co. or approved equal.
- Provide certified preservative treated lumber at locations where wood is in direct contact with masonry or concrete, including sole plates, furring and blocking.
- Pressure treated lumber shall be used for all exterior columns, beams, railings, etc.
- Use ½ inch 4 ply CDX plywood for decking roof and gables.
- Decking needs to be nailed according to building code requirements, **not stapled**.
- **Blocking will be provided for cabinetry installed in the kitchen, and handrails that may be installed in the shower areas.**

Finish Carpentry

- Cement siding/soffit material shall be used for all exterior running and standing trim.
- Materials: Softwoods – comply with PS 20. Hardwoods – comply with NHLA rules. Paint or stain per City's color selection and current "General Paint Guidelines".
- **Finish work: of good quality using mitered corners where practical, and staggered joints.**
- All exterior fasteners and hardware shall be galvanized or non-corrosive.

Termite Control

- Provide Environmental Protection Agency (EPA) approved termite control installed according to Florida Building Code.

Thermal and Moisture Protection

- Install roof/attic insulation achieving a minimum of R-Value as required by current building code requirements.
- For roof and attic spaces: provide either batt or blown insulation. Sloped ceiling areas: provide batt insulation, supported by metal rods or continuous galvanized wire mesh.
- Acceptable insulation manufacturers: DOW, Certain-Teed, Manville, Owens Corning or approved equal.
- **Provide spray foam insulation at window and door casings, behind electric boxes, and at wall penetrations.**
- Underlayment shall be installed in accordance with the Florida Building Code sub-sections 1507.3.8.1 and 1507.3.8.2.
- Non-shrinking latex or siliconized caulk shall be used to seal exterior wall construction, including visible cracks. Seal framing members in exterior walls, especially penetrations made by mechanical, electrical, or plumbing trades.

Doors

- Exterior doors are to be steel, six panel pre-hung, foam-filled with wood blocking at lock bore area and trim on both sides. **Front doors will include a peephole.**
- Exterior locksets will be **Kwikset Ultra Max Security Entry Lever** (No.740) or approved equivalent, with satin nickel finish. Deadbolts will be **Kwikset Ultra Max** single cylinder (No.980) or approved equivalent. All locks for a home are to be keyed alike.
- Interior locksets will be **Kwikset Ultra Max Series or approved equivalent**, with satin nickel finish. Privacy lockset (No. 730), Passage lockset (No. 720) or approved equivalent.
- Contractor will be responsible for providing installation specifications, and product approval codes for review by the Permitting Services Division. Information on approved doors and windows can be found at **www.orangecountyfl.net**.
- Interior doors are to be **"Masonite" or approved equivalent.**

PART TWO: SPECIFICATIONS

- All door locks are to be satin nickel finish or finish that is consistent with the home if not new home construction.
- Security doors are to have wire screening.
- All doors are to have a spring doorstop installed where needed.

Windows

- All windows are to be aluminum, single hung, double glazed, white in color except to match existing trim colors and must **meet Florida Building Code requirements**.
- Each window will have a screen.
- **Bathroom windows are to be obscured glass, (tempered where necessary).**
- **Contractors shall verify manufacturer's rough opening requirements for all windows scheduled to be installed.**
- **Contractors shall verify that all windows on plans meet the egress requirements of the Florida Building Code.**
- **Contractor will be responsible for providing and complying with installation specifications, and product approval codes required the Permitting Services Division. Information on approved doors and windows can be found at www.orangecountyfl.net.**

Laths and Plaster

- Stucco applications such as Portland cement plaster (stucco, not "stucco-like veneer") are required to have 3 coats for frame, 2 coats for block complying with ANSI A42.2 and A42.3.
- Metal lath: comply with MLSFA "Technical Bulletin 101" and ASTM C841.
- Provide zinc alloy or plastic plastering accessories including, but not limited to, small nose corner beads, square edged casing beads, two-piece control joints and fasteners.

Drywall

- Provide gypsum board as the typical finish on the project, including, but not limited to, walls, ceilings, and soffit. Provide necessary accessories, anchors and metal corner bead.
- **Gypsum wallboard: ½ inch thick; comply with ASTM36-screwed.**
- **For tub/shower and other moisture-prone areas: provide cement-based backer board.**
- Joint treatment shall comply with ASTM C475 as recommended by the manufacturer.
- **All drywall shall be made from 100% recycled paper.**
- **New home/reconstruction project finish: Ceilings – knockdown texture, Walls – orange peel texture.**
- All drywall/gypsum/plaster repairs on rehabilitation projects shall **"match existing texture and finish"** unless otherwise specified.

Tile

- All shower wall tiles are to be 6" x 6", gloss finish, white. Flat cap or mud cap to be used at edges.
- Standard grade tile installed per specifications or instructions issued by the material manufacturer. **Apply with acrylic modified thin-set and grout. "No mastic shall be used in wet areas".**
- All tile tub/shower surrounds will include cement based backer board. Backer board to be installed over lip of tub, 2 inches past tub/shower on sides, and all joints sealed with approved fiberglass mesh tape and thin-set. **"No gypsum products behind or over backer board".**
- All tile tub/shower surrounds will include soap dish and towel bar.
- Bathroom renovations will require a 5 piece accessory kit including, toothbrush holder, soap dish, toilet paper holder, and 2 towel bars.
- Half bath will require a 3 Piece towel bar set which includes a soap dish, toilet paper holder and towel bar.

Marble Window Stools

- Provide honed white marble stools, complying with MIA group "A" requirements for soundness, with rectangular profile and eased edges.

PART TWO: SPECIFICATIONS

Flooring

- Carpet shall be installed in designated areas as per manufacturer's specifications. Transitional strips to be installed where needed. Pad to be minimum 7/16" thickness and 6 lb density.
- Ceramic tile to be 12" x 12" minimum, glazed ceramic tile with a PEI rating of 4 (minimum). Tile selection will be provided by Housing and Community Development Department.
- For new construction, ceramic tile shall be installed within 4' of all entrances, in kitchen, laundry, and bathrooms. (New Construction)
- Baseboards will be removed and reset where new tile is being placed.

Painting

- Painting includes all walls, ceiling, trim, closets and doors
- "Color Wheel" paint or approved equivalent. Paint application must comply with the City of Orlando Housing and Community Development Department – Current "General Painting Guidelines".
- ***Kitchen, bathrooms, and all doors and trim shall be painted in semi gloss, and all interior walls shall be satin. Ceilings shall be white.***
- All surfaces that are to be painted shall have the required prep work included. ***Prep work includes pressure washing (exterior), filling holes and cracks, repairing stucco, caulking, spackling, etc.***
- Remove any over spray of texture application from doors, windows and trim prior to painting.
- Use qualified and trained painters, and surfaces must be free of runs, drips, holidays, and other visual defects at time of substantial completion.
- At the completion of all projects the Contractor shall leave with the homeowner a small quantity of all paint that was used, in sealed containers. (Minimum of 1 qt. each color)

Specialties

- All new home or reconstruction projects should include bath accessories, medicine cabinet, and mirror.
- Bath accessories – The following must be provided in each bathroom: 1- 24-inch ceramic towel bar, shower curtain rod, and ceramic soap holder.
- Provide 12 inch deep shelving minimum in closets.
- Wire shelving must be installed according to manufacturer's specifications, i.e. back clips every 12 inches (max), support braces every 36 inches (max)
- Provide 4-inch tall reflective or contrasting color house numbers.
- Install gutters and deflectors that adequately move water away from the foundation of the home.
- All penetrations are required to be foam filled or sealed.

Appliances

- All ranges must be G.E. with four burners and a glass panel door or approved equivalent.
- Refrigerators must be G.E. 18 cf., no frost with glass shelves or the approved equivalent.
- Range hoods must be G.E., or the approved equivalent, ductless or ducted (match existing), fan with light and white in color. Range hoods in new home or reconstruction projects will be ducted to the outside.
- New home or reconstruction projects will include rough in connections for clothes washer and dryer.

PART TWO: SPECIFICATIONS

Appliances (Cont'd)

- Appliance colors: standard white factory finish.
- Appliances will be connected and service ready.

Cabinetry

- All cabinetry, kitchen or bathroom, shall be made with solid oak frame and doors.
- Vanity tops shall be one-piece cultured marble vanity top with sink.
- All cabinetry will be **"True Wood"** or the equivalent.
- Kitchen counter top shall be plywood base with flat laid laminate top and will include a 4" backsplash.

Plumbing

- For new home and reconstruction projects, the following plumbing shall be provided: domestic hot and cold water piping, water heater, drain, waste and vent systems, clothes washer, water heater, and water connection for refrigerator.
- For re-piping projects the main waterline must enter through a low area of a wall into a closet or other approved location and be covered diagonally with a 1 x 6 board to protect the pipe, caulked and painted.
- For re-piping projects pipe will be replaced from the utility meter to the house with a minimum ¾ inch PVC pipe.
- Pex, CPVC, or copper hot and cold piping shall be installed in accordance with manufacturer recommendation and current local building codes.
- **New pipe shall be thermo-insulated in all unconditioned space.**
- For re-piping and new home and reconstruction projects, a minimum of two hose bibs will be installed with vacuum breakers in accordance with current local building codes.
- Old hose bibs must be removed and patched with mortar to match existing exterior finish, unless electrical ground is attached.
- All penetrations through walls and cabinets must have escutcheon plates installed.
- **Drains must be snaked out on all Rehabilitation Projects. The Main line from the house to the street must be clear. All drains must be working properly at time of final inspection.**
- For re-piping projects all holes made through walls, ceilings, etc. must be repaired to match existing condition, and primed, and painted.
- All trenches shall be properly filled and compacted to ground level.
- Sod replacement or seeding is required as necessary.
- Waste connections will be made from the main waste connection at the home to the city sewer lateral.

Plumbing Fixtures

- All toilets and wall hung sinks must be American Standard or approved equivalent.
- Tubs must be "Americast" or approved equivalent.
- **All fixtures must be white.**
- Toilets must be a minimum of 1.6 gal. flush.
- Water Heater – 40-gallon minimum 88% efficiency rating, and meet all installation codes: plumbing, electrical and building.
- **All faucets/valves will be handicapped designated. (Moen, or equivalent)**
- Shower valves must have anti-scald guard at all tub/showers.
- Kitchen sinks shall be stainless steel double bowl with a depth of 8 inches including a sprayer.

PART TWO: SPECIFICATIONS

Mechanical

- Provide heating, ventilating and air conditioning systems, including controls, wiring, copper lines, condensate pumps, thermostats, ducts, dampers, vents, registers, returns, remote panels and exterior pad to complete the work. System to be balanced for uniform air distribution.
- All units are to be Rheem, 14 SEER minimum, or approved equivalent, and installed in accordance with the specification sheet and manufacturer's specifications. Size and layout must be approved by the Permitting Services Division. Heat pumps are approved for new homes to meet the energy code requirements.
- Air handler to be installed on sealed wood platform with return vent in wall below unit.
- Masonite ½ door or approved equivalent shall be used for access. Bi-fold doors are not acceptable for HVAC closet.
- Attic-mounted rigid and flexible ductwork: R-6 minimum.
- All duct work and ventilation shall be sealed during the construction processes.
- Return vent to be filter back with a MERV 10 filter or better.
- Provide ceiling ducted vents with dampers to range, and 90 cfm bathroom fan/vent.
- Supply vents will be adjustable air flow vents **"No fixed in place fins"**
- Dryer vent on interior walls will be the "Dryerbox" by In-O-vate Technologies or approved equivalent.
 - Kitchen, bath, and laundry vents will be vented directly to the outdoors.
 - Units that require service or cleaning will be serviced by a licensed HVAC contractor.
 - General Contractor will submit recommendations for mechanical repairs to the Rehabilitation Specialist on HVAC Company proposal. **Note: Rehabilitation Specialist will request evidence that mechanical systems were serviced by a licensed HVAC contractor.**

Electrical

- For new home and reconstruction projects, the following shall be installed: raceways, wires and cables, boxes and wiring devices, smoke detectors in bedrooms and hallways (110v wired with 9v battery backup), light fixtures, doorbells, TV cables and telecommunication systems.
- TV cable lines shall be installed using a wall plate that has an installed male connector. Coaxial shall not be installed through a hole in the wall plate.
- **Rehabilitation projects will have smoke detectors installed in hallways and bedrooms as required by local building codes.**
- For new home and reconstruction projects, rough-in connections for washer and clothes dryer shall be provided.
- Ceiling light fixtures with metal fan boxes for future fans at bedrooms and living room shall be provided by the contractor.
- Electric service is required to be hooked to the home prior to move in. (homeowner will call utility company to switch power into their name)
- New Entrance Cables shall be installed underground where practical.
- **Contractor shall protect all existing light fixtures, doorbells, TV cables and telecommunication systems. (Rehabilitations)**
- **All fixture and appliances shall be energy star rated.**

Lighting and Fans

- Housing Rehabilitation Specialist must approve light fixtures.
- All fixtures must have fluorescent bulbs installed.
- Ceiling fans shall be **"Hunter"** brand, or approved equivalent, 5 Blade, 52 inches.
- **All ceiling fans shall have a light kit.**
- **Exterior flood lights will have motion detector and light sensor.**
 - **All fixtures shall be Energy Star rated.**

**CONTRACTOR'S PARTIAL PAYMENT AFFIDAVIT
AND RELEASE OF LIENS**

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared (name of contractor), who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____ (title) _____ of _____ (contractor's business) _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to the Housing Rehabilitation Work Contract ("contract") with _____ (name of owner) _____, hereinafter referred to as the "Owner," has completed _____ % of the construction of certain improvements to real property located at _____ (address) _____, which is more particularly described in said contract.
3. The completed work consist of: _____

4. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining partial payment from the City of Orlando, who is acting solely as the lender under the City's Housing Rehabilitation Program, in the amount of \$ _____.

5. The above referenced work has been completed in accordance with the terms of the contract and all lienors associated with said work under the contract have been paid in full. There are no unpaid claims for materials, supplies, or equipment; no unpaid claims of subcontractors; and no claims of laborers or mechanics for unpaid wages arising out of the completion of said work.

6. In consideration of partial payment in the amount of \$ _____, the Contractor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____, 201__ to the Owner under or by virtue of the contract. However, if for any reason, the Contractor is not paid the full amount stated herein, said deduction shall not affect the validity of this release. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
AND RELEASE OF LIENS**

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared (name of contractor) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____ (title) _____ of _____ (contract's business) _____, which does business in the State of Florida, hereinafter referred to as the "Contractor".
2. Contractor, pursuant to the Housing Rehabilitation Work Contract ("contract") with _____ name of owner _____, hereinafter referred to as the "Owner", has furnished or caused to be furnished labor, materials and services for the construction of certain improvements to real property located at _____ address _____, which is more particularly described in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purpose of obtaining final payment from the City of Orlando, who is acting solely as the lender under the City's Housing Rehabilitation Program, in the amount of \$_____.
4. All work required under the contract has been fully completed in accordance with the terms thereof and all lienors under the direct contract have been paid in full. There are no unpaid claims for materials, supplies, or equipment; no unpaid claims of subcontractors; and no claims of laborers or mechanics for unpaid wages arising out of the performance of the contract.
5. In consideration of final payment in the amount of \$_____, the Contractor hereby waives and releases its lien(s) and right to claim a lien for labor, services, or materials furnished to the Owner under or by virtue of the contract. However, if for any reason, the Contractor is not paid the full amount stated herein, said deduction shall not affect the validity of his release.

Signed, sealed, and delivered this ___ day of _____, 201__.

By: _____

Title _____

Business name: _____

Sworn to and subscribed before me this ___ day of _____, 201__, by _____ who is personally known to me or produced _____ as identification, and did/did not take an oath.

Notary Public

Commission Expires:

NOTICE TO PROCEED

Contractor Name and Authorized Representative
Address
Telephone
Fax

Re: Homeowner
Address
Phone
Rehab Case No.

Dear Mr./Ms _____:

Your bid proposal for \$_____ was selected for work to be performed on real property located at _____ under the City of Orlando Housing Rehabilitation Program. The City's Housing and Community Development Department hereby authorizes you to proceed with said work on the property.

The City of Orlando shall act solely as the supplier of funds for the work pursuant to the Housing Rehabilitation Program. You and the above-referenced homeowner will enter into a Housing Rehabilitation Work Contract prior to the commencement of the work. Any work that is done before the contract is executed by both parties will be your financial responsibility.

Said work shall be performed in accordance with the terms of the Housing Rehabilitation Work Contract, the work write-up, specifications, and the Contractor's Rules, Regulations and General Guidelines. Work must begin no later than **seven(7) business days** from the date indicated below.

Please note that you and your subcontractors are responsible for obtaining any and all permits necessary for the work and for contacting the City's Building Department to schedule any and all required inspections. In addition, you must inform the City's Housing Rehabilitation Specialist of your start date and work progress so that he/she can conduct the required inspections. Please be aware that noncompliance with the terms of the Housing Rehabilitation Work Contract, the work write-up, specifications, or the general guidelines during this project may delay payment.

Thank you for your participation.

Housing Rehabilitation Specialist
Print Name: _____

Housing Development Program Manager
Print Name: _____

Date: _____

CONTRACTOR'S WARRANTY

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, _____, hereby referred to as the "Contractor", hereby guarantees the work performed by himself/herself and his/her subcontractors pursuant to the Housing Rehabilitation Work Contract ("contract") with _____ hereinafter referred to as the "Owner" date _____ on the real property located at _____ for a period of one (1) year (five 5) years on a new roofing from the date final payment is issued.
2. Contractor has attached all manufacturers' and supplier ' written guarantees and warranties covering materials and equipment furnished under the contract.
3. Should any defects appears within the one-year period (five-year period on re-roofing work) which commenced on _____, 201__, and should such defects be caused by faulty materials, fixtures, equipment or work, Contractor shall promptly remedy these defects and pay for any damage to other work resulting therefrom.
4. Contractor requests that Owner give Contractor notice of observed defects with reasonable promptness.

IN WITNESS THEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 201_____.

Contractor

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____ who is Personally known to me or produced _____ as identification, and did/did not take an oath.

Notary Public
My Commission Expires:



Housing and Community Development Department

400 South Orange Avenue
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