

**CITY OF TITUSVILLE  
NEIGHBORHOOD SERVICES DEPARTMENT  
HOUSING REHABILITATION PROGRAM  
CONTRACTOR HANDBOOK**

## **INTRODUCTION**

The City of Titusville Neighborhood Services Department is a recipient of federal and state grant funds. As a recipient of these funds, the Department has developed Policies and Guidelines for Housing Assistance Programs. This document outlines the programs and activities that will be undertaken by the Department with grant funds.

One of the programs that will be carried out with grant funds is rehabilitation of single-family homes. Assistance is provided to very low-, low-, and moderate-income property owners within the city limits of Titusville. The Department maintains an active list of licensed and insured contractors to assist in accomplishing the activities funded under these programs.

Before a contractor is qualified and placed on the “Active Contractor List,” an application must be completed. The application includes license, certifications, insurance, references, and other related documents.

Once a contractor is qualified, they will be placed on the Active Contractor List, notified of new projects, and given the opportunity to bid on these projects.

Contractors that have been debarred or suspended from working on federally funded programs, or are the subject of unresolved complaints filed with the Florida Department of Business and Professional Regulations (DPBR), are not eligible to participate. Contractors will also be expected to comply with all applicable City, State, and Federal laws as they may apply to the projects.

The narratives on the following pages outline the process for the Housing Programs. There may be other program that are funded during the year, and eligible contractors will be notified of opportunities to bid on these as well.

All contractors bidding upon work available through the Department must familiarize themselves with the policies, procedures, materials, standards, and methods of construction contained herein. All work write-ups will refer to and incorporate these standards and all contractors are expected to conform to the policies and guidelines contained herein.

Contractors requesting certification as a Minority Contractor or a Section 3 Contractor, should request further information from the Department.

Any questions concerning this Handbook or its contents should be referred to the Department. Below is a list of the Department staff:

Director: *Terrie Franklin* [\*terrie.franklin@titusville.com\*](mailto:terrie.franklin@titusville.com)

Housing Program Manager: *Jas'n Pouncey* [\*jasn.pouncey@titusville.com\*](mailto:jasn.pouncey@titusville.com)

Housing Program Specialist: Sheila Martin [\*Sheila.Martin@titusville.com\*](mailto:Sheila.Martin@titusville.com)

## **APPLICATION**

All contractors wishing to be included on the Active Contractor List are required to complete an application. The application must be completed in full and must include all required documents on the checklist. All incomplete applications will be returned to the Contractor.

Upon receipt of this application and required documents, the Department will review the contractor's credit report, contact references, and evaluate past performance. Visits to the completed or current projects may be undertaken at the Department's discretion. Based on Department review, additional information may be required. After the review is complete, contractors will be notified in writing regarding approval/disapproval for participation in the Department's housing programs.

Eligible Contractors will be notified by e-mail of bid opportunities. Contractors must familiarize themselves with and conform to the requirements contained in this Handbook, the bid, standards, specifications, and all applicable contract documents. Contractors will also be expected to comply with all applicable local, State, and Federal Laws.

## **BID PROCESS**

### **A. Invitation to Bid**

The contractor will be notified of an Invitation to Bid by e-mail and directed to DemandStar for any upcoming projects. The bid documents will include the bid number, Owner's name, property location, Scope of Work, date and time of the scheduled mandatory pre-bid conference, bid response deadline, and bid opening date and location. All contractors who wish to bid must attend the pre-bid conference and sign in. Contractor participation is mandatory in order to be eligible to bid and remain on the Active Contractor List. After three (3) non-responsive bids, firms will be removed from the Active Contractor List for one year. A written response noted as "no bid" submitted by the bid opening date will be considered a response. Failure to submit a no-bid response will be counted against the contractor as a non-responsive bid.

### **B. Mandatory Pre-Bid Conference**

The mandatory Pre-Bid conference will be held at the property to be rehabilitated. The conference will be coordinated and led by the Housing Programs Manager who performed the initial inspection and prepared the work write-up. The purpose of the Conference is to provide an opportunity for all interested parties, including the Owner, the Department, and Contractors an opportunity to discuss specific details, standards, methods and techniques related to the project and the Scope of Work provided in the bid package. Changes, additions, deletions, and refinement

of work details of the scope of work may be made during this conference based on recommendations made by Contractors, Owners, and the Department.

The conference will start promptly at the time specified. Contractors may not begin to inspect the home or construction site before the department staff arrives and the conference officially starts. Contractors are required to sign in, and those who do not sign in cannot bid on the project. The signee must be the Project Manager throughout the course of the project.

Any changes to the Scope of Work will be discussed at the end of the conference to ensure that contractors have made notes of all changes discussed during the walk through for bid consistency. An Addendum-Clarification will be issued by the Department outlining these changes prior to the bid opening date. The owner will be notified of any changes to the original scope of work. Once the work is awarded, no changes will be made to the work write-up unless required or approved by the Department, and authorized by a Change Order. Failure to bid in accordance with the bid instructions may result in rejection of the Contractors bid.

#### C. Bid Proposal

The Contractor shall provide a cost based on all items in the Scope of Work outlined in the bid document. Specifications will be provided for all work including plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, doors, insulation, flooring, cabinetry, counter tops, appliances, fixtures, etc. This will ensure that Contractors are bidding on the same or like materials outlined in the Scope of Work. Contractors cannot deviate from the work specified on the work write-up.

Contractors cannot modify or negotiate changes to the work with the Owners. This is cause for removal from the Active Contractor List. If the Contractor has questions related to the work specified and the bid, all questions must be submitted in writing to the Department prior to the bid opening.

#### D. Bid Submittal

The Contractor's bid must be submitted on the form provided by the Department. The Contractor shall provide line item prices for each item specified on the work write-up. Each line item should include labor, material costs, profit and overhead. The bid must be signed and submitted in a sealed opaque envelope with the Owner's name, address, bid number, and bid date on the outside of the envelope. The envelope should contain only one bid. Bids should be hand-delivered or mailed to the City's Neighborhood Services Department, as specified in the bid package, unless otherwise specified. It is the contractor's responsibility to ensure that bids are received by the local government before the bid deadline. Late proposals will not be accepted and will be rejected and returned to the Contractor unopened.

All prices on the bid must be written in ink. Signatures must be in ink. Any mistakes must be initialed prior to submitting the bid. It is the Contractor's responsibility to inquire about permit fees, material costs and other expenses that may increase the cost of the work. Once a bid is

submitted, the Contractor is bound to the maximum price that is stated in the proposal, unless it is adjusted by the Department as a result of line item deletions or subsequent change orders.

For models or materials not specified, prices should match the home's existing models or materials in quality and style. If a model is specified, the Contractor will be expected to install that model or product number or a product of equal or better quality. Deviations from the product specified should be requested in writing from the Department. Contractors may be requested to provide proof that the installed product is equal or better than the product specified. All questions related to the Scope of Work and the project should be directed to the Program staff.

#### E. Rehabilitation Contract Award

The Department will review the bids to ensure that all mandatory work is included, conforms to program specifications, is accurately executed, and has a reasonable cost for the project. Bids that are unresponsive, unreasonable, or inaccurate; contain incorrect totals; are unsigned; or are submitted in pencil may be rejected at the option of the Department.

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

1. Contractor is an approved eligible contractor on the Active Contractor List, and all requirements (including active licensure and insurance) are up to date.
2. The bid is the lowest most responsive bid, or preferred bid as chosen by the Owner that is within 10% of the lowest bid.
3. Bid amount does not exceed 15% above or below the estimated bid price as determined by the Department staff. Bids that exceed this limit may be rejected.
4. No Contractor may have more than three projects at one time unless approved by the Department Director.
5. Contractors that are delayed in three or more successive jobs will not be awarded additional contracts.
6. The Department retains the right to limit the number of jobs awarded to any Contractor due to poor performance, delays, excessive change orders, or disputes with the Owner and/or unsatisfactory performance.
7. Contractor is in good standing with the City, County, Federal Government, and the State of Florida.

#### F. Subcontractors

If the Contractor employs or contracts subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law. Subcontractors hired shall be subject to the same requirements that apply to the Contractor awarded the work. The Contractor shall ensure that all applicable provisions are included in their contracts with the respective subcontractors. The Contractor shall not hire the Owner or any family member of the household to perform work on the property to be paid under the Program Contract.

#### G. Closing/Contract Signing

The Department will schedule the Closing/Contract Signing meeting and will determine the time and location. The Department will notify the Owner and Contractor of the date and time of the meeting. All contractor's licenses and insurance shall be up to date prior to the Closing.

At the meeting, the Department will review the terms of the contract between the Contractor and Owner; the contract between the Owner and City; the Truth-in-Lending Statement; the Mortgage and Note; and any other documents to be executed by the City, Owner, and/or Contractor; for rehabilitation assistance. 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.

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

The Contractor will be provided with a Notice to Proceed after all documents have been executed. Contractors are not authorized to begin work until they receive a Notice to Proceed. Proceeding with work prior to Notice is at the contractor's own risk and cost. However, the Contractor should proceed with applying for all necessary permits to avoid delays in start of work once the Notice is received.

#### H. Reconstruction Contract

Reconstruction projects require demolition of the existing structure and the development of a new home on the existing site. The Contractor bid must include all soft and hard costs required until the issuance of a Certificate of Occupancy. Costs include, but are not limited to, site reports, surveys, architectural drawings, temporary utilities, grading and filling, and all related construction and development costs. Contractors allowed to bid on reconstruction projects must have developed at least one project demonstrating experience in single-family construction. All work must be completed within the timeframe specified in the bid. The Contractor must work with a licensed and insured architect firm to complete the project.

#### I. Emergency Contract

Contracts for emergency repairs may include hazardous, unsafe, unsanitary or life-threatening situations within the home. Contractors are expected to work quickly and efficiently to protect the home, its contents, and the Owner in life threatening situations. The Department may waive the formal bid process and request three informal bids to address emergencies.

## **PAYMENT AND CONTRACT PERFORMANCE**

### **A. Draw Schedule**

Rehabilitation projects will consist of a maximum of five draws against the total sum of the contract price. Payments will be based on an inspection of the work completed in the work write-up. The Contractor shall submit a Draw Request Form to the Department, on the form provided by Staff, for the portion of the work completed. For each draw request, the work for which the Contractor is requesting payment must have passed all inspections required by the Building Department. Each draw will require a Release of Lien from both the Contractor and subcontractor for the amount of work being paid. The Contractor must pay all suppliers and subcontractors for the work under the draw. Ten percent (10%) will be withheld from each draw as retainage, and held until all the punch list items have been completed.

No payment shall be released until the Department and the Owner are satisfied with the work performed by the Contractor and its subcontractors.

For Emergency projects, the Contractor will receive payment in one lump sum at project completion, rather than in multiple draw payments once the project is complete.

The draw schedule for rehabilitation projects for existing homes will be as follows:

<b>First Draw:</b>	<b>25%</b>
<b>Second Draw:</b>	<b>50%</b>
<b>Third Draw:</b>	<b>75%</b>
<b>Final Draw:</b>	<b>100%</b>

The draw schedule for Demolition/Reconstruction projects shall be as follows:

<b>First Draw:</b>	<b>15% of job cost after slab pour</b>
<b>Second Draw:</b>	<b>15% of job cost after lintel pour</b>
<b>Third Draw:</b>	<b>25% of job cost after framing inspection</b>
<b>Fourth Draw:</b>	<b>25% of job cost after interior/exterior painting</b>
<b>Final Draw:</b>	<b>20% of job cost at completion, after issuance of C.O. and all utilities are operational.</b>

### **B. Contractor Payments**

Payments to the Contractor will be made by the Department, on behalf of the Owner, in accordance with the Draw Schedule outline above. To initiate each draw payment, the Contractor is required to complete and submit the Contractor Payment Request Form to the Department staff. The Department will review the payment form with the Owner and obtain the Owner's signature, indicating that the Owner understands and is satisfied with the portion of work for which payment is requested. Once all required Department inspections are made and the Contractor's work is deemed satisfactory, the Department will authorize payment and submit invoice to the Finance Department for processing.

The final draw will be held until the following items have been completed:

1. Contractor's work has passed all required permit inspections completed by the Building Department.
2. A Final Inspection or Certificate of Occupancy has been issued by the Building Department.
3. A Final Inspection has been completed by the Department.
4. The Final Punch List has been completed.
5. A Final Release of Lien has been submitted by the Contractor.
6. All warranty information has been provided to the Department and Owner.
7. All Final Released of Lien have been submitted by subcontractors.
8. The Contractor has provided a list of all subcontractors, including their contact information, to the Owner at closeout.
9. The construction site is broom clean and ready for occupancy.

The Owner and the Department must sign a certification of completion stating they are satisfied with the work performed by the Contractor and its subcontractors.

#### C. Payment Reduction

Based on the results of a required inspection by the Department Staff and/or the Building Department, the Department has the right to reduce the payment amount or withhold payment due to:

1. Defective or non-satisfactory work
2. Incomplete work
3. Required draw documents not submitted
4. Default under the contract
5. Outstanding claims filed, or with reasonable evidence indicating probable filing of claims
6. Failure of the Contractor to make payments to subcontractors, laborers or material suppliers for work under the contract
7. The amount of work completed is less than the amount of the draw
8. Other requirements not met

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

#### D. Change Orders

The Contractor agrees that no alteration of materials or labor described in the original work write-up shall take place unless in writing and mutually agreed upon by the Owner, Contractor, and Department. All changes must be submitted on the Change Order Form provided by the Department, signed and dated by the Owner, Contractor, and Department staff, and authorized by the Department Director. Any work performed by the Contractor outside the scope of work not approved by a written Change Order will not be paid. Change Orders must conform to the standards and specifications of the program. If a building inspection is required for work authorized under a Change Order, the Contractor must submit for inspection and approval by the Building Department. Request for extensions of time must be submitted in writing on an approved Change Order form 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. Contractors will be assessed a penalty for each day they are delayed beyond the Contractor deadline unless approved through a written Change Order. Any changes made will be bound by the executed contract, incorporated into the project, and subject to all program requirements, policies and procedures.

E. Suspensions and Disqualifications

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

1. Self-imposed: A Contractor may disqualify him/herself before signing a contract for conflicting work contracts or personal hardship.
2. Lack of Participation: A Contractor that does not respond to three consecutive bids will be removed from the Active Contractor List and will no longer receive invitations to bid.
3. Insurance Violations: Contractors must have insurance at all times. Any changes in coverage must be reported to the Department and the Building Department in writing within five working days of such said change, including renewals. Contractors who fail to have required insurance will be automatically suspended until proof of coverage is provided.
4. Business License Violations: Any Contractor who has a license suspended, revoked, rejected, or inactivated will be automatically disqualified from bidding. All licenses must be current and a copy provided to the Department.
5. Failure to Honor Warranties: Any Contractor who fails to honor a warranty/guarantee from a previous contract will be removed from the Active Contractor List for one year and must reimburse the Department for the cost incurred to correct the work covered by the warranty. This also applies to work performed by a subcontractor hired by the Contractor to perform work. Contractors who fail to reimburse the Department for correcting work covered by the warranty will be permanently removed from the Active Contractor List and reported to the DPBR.
6. Default: Contractors who default under the contract or fail to complete an assigned project, will be permanently removed from the Active Contractor List and disqualified from participating in any current and future programs through the Department.
7. Willful Misconduct: Willful misconduct by the Contractor, its employees, or its subcontractors while engaged in a City sponsored project is unacceptable. The Contractor may be disqualified from the program for allowing behavior including, but not limited to, theft, lewd or lascivious acts, foul language, public intoxication and illegal drug use, willful destruction of Owner's property or abusive behavior towards the Owner or Department staff.
8. Contractor Negligence: Contractors that do not adhere to building codes, construction industry standards, contract specifications, and material requirements will be permanently removed from the Active Contractor List. Department staff retains the right to terminate a contract and award the contract to another Contractor.
9. Payment Delinquency: Failure to pay subcontractors or material suppliers permanently disqualifies the Contractor from participation in the program.
10. 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 permanently from participation under the housing programs.

11. Brokering of Work: No person or persons shall broker any City contract to another licensed or unlicensed Contractor. Anyone found brokering work, or receiving a brokered contract, will be immediately suspended and disqualified indefinitely from participating in any program through the City.
12. Delays: Contractors experiencing delays in completing the work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the Department. Contractors who experience delays on three (3) successive projects will be removed from the Active Contractor List for one year, unless the delays were caused by factors beyond the Contractor's control and the Contractor obtained extensions of time as needed through Change Orders.
13. Evaluations: Contractors who have received a poor rating in any one instance shall be suspended from working in the program for sixty (60) days. Contractors who have received three (3) fair scores within a six-month period will be suspended for ninety (90) days from the program. During any active suspension, contractors may not be awarded any bids in the program or enter into any contracts thereof.

**F. Lien Waivers**

The Contractor shall protect, defend, and indemnify the City, Department, and the Owner from all claims unpaid work, labor, or materials. The Contractor must sign a Release of Lien at every draw request before payment can be released. It is the Contractor's responsibility to obtain Release of Liens from its subcontractors, material suppliers, and any other parties associated with said project.

**G. Inspections**

The Department reserves the right to inspect all work performed by the Contractor at any time during the construction. An inspection is required prior to approval of each draw.

**PROJECT RESPONSIBILITIES**

**A. Government Responsibility**

The Department is responsible for the day-to-day administration of the programs and qualifies the applicant, conducts or arranges for pre-bid inspections, prepares the work write-up and Scope of Work, prepares and sends out bid packages, schedules pre-bid conferences, awards bids, conducts or arranges for inspections during and after rehabilitation work, and makes payments on behalf of the Property Owner. The Department is responsible for overseeing the work of any sub-recipient, sponsors, or contractors hired under a contract with a third-party firm or under an interdepartmental agreement.

**B. Construction Agreement**

The Agreement for construction services is between the Contractor and the Property Owner, and is executed at a scheduled Contract Signing/Closing held at a location specified by the Department.

The Owner will also execute an agreement with the City outlining the roles and responsibilities of each party. The Contractor will be provided with a Notice to Proceed after the Contract Signing/Closing. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

C. Contract Signee

Only the Property Owner(s), the License holder, or the Financially Responsible Officer (FRO) of the Contractor or corporate officer duly authorized by resolution may sign documents for the contract between the Owner and Contractor.

D. Access to Property

All parties involved in the construction process shall have access to said property during normal business hours. In the event that the Property Owner continues to occupy the property during rehabilitation, a time of operation will be established between the Owner and the Contractor.

E. Utilities

When existing utilities are available, the Property Owner will provide use of water and electricity at no cost to the Contractor, unless otherwise noted. It is the Contractor's responsibility to locate and mark all utilities prior to the start of construction.

F. Equipment Storage

The Contractor and subcontractors will be solely responsible for the security of their equipment, tools, and materials on the construction site. The Property Owner, the City, Department, its employees, or affiliates will not be held liable for any losses or damages sustained during the rehabilitation project. The Contractor shall not store equipment and materials on said property that is not used for the work described in the contract. Materials and equipment will be stored in such a way to protect the occupant from injury or incidents.

G. Personal Property

Homeowners will be asked to remove valuables and personal property from the work area prior to the commencement of work. Personal property belonging to the Property Owner that remains on the construction site shall be protected and preserved throughout the duration of the project. The Contractor shall hold harmless the Property Owner and the City for any damages created by the Contractor or their affiliates during construction.

H. Property Damage

The Contractor will be held liable for all property damage caused by their employees, equipment, tools, subcontractors, material suppliers, or any other affiliates authorized by the Contractor or their affiliates to do business on the construction site. The Contractor shall make every effort available to avoid damages to the Owner's personal property at all times. Any damage sustained

to the property or its contents must be reported immediately to the Department and the Property Owner.

**I. Permits and Impact Fees**

The Contractor will secure all necessary permits required to perform the work as described in the contract. No work shall commence without the required permits and the Contractor must ensure that all subcontractors do the same.

**J. Warranties**

The Contractor agrees to warrant all labor and materials used during construction for the period of eighteen months (five years for roofs) from the date of completion. Any and all extended or manufacturer's warranties beyond this time period shall be provided to the Property Owner at the completion of the contract. These warranties will consist of appliances, HVAC, plumbing fixtures, electrical fixtures, roofing, doors, windows, hardware, paint, flooring, cabinets, etc. If a warranty issue should arise within eighteen months, the Contractor is expected to respond within 72-hours for non-emergencies and 24-hours for emergencies to resolve the issue. If the Contractor fails to respond to and remedy a warranty issue, they will be disqualified from the program for one year and must reimburse the Department for any work contracted to correct the warranted work. If the Contractor fails to reimburse the Department for work covered under the Contractor's warranty, the Contractor will be permanently removed from the Active Contractor List and will be reported to the DBPR.

**K. Disputes**

The Department staff will work to resolve all disputes between the Property Owner and the Contractor in accordance with the Partnership Agreement. All unsettled claims or disputes between the Property Owner 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.

**L. Room Completion**

As the Contractor completes areas during rehabilitation, the Property Owner may use that area for their personal use. If any damages occur to a completed area occupied by the Property Owner during rehabilitation, the Property Owner will be held liable for such damages.

**CONTRACTOR QUALITY AND STANDARDS**

**A. Insurance**

The Contractor agrees to carry adequate insurance coverage for liability and workers' compensation as required by state law and the Building Department. Any changes in insurance coverage, including renewals, must be provided in writing within five working days to the

Department and the Building Department. It is understood that any subcontractors hired or working with the Contractor must have adequate insurance coverage for liability and workers' compensation. The Contractor must provide a Certificate of Insurance to the Department and submit any changes or renewals. The Contractor has the option of purchasing builders risk insurance for the projects. If the contractor chooses not purchase builders risk insurance, the contractor will be held personally responsible for theft or other losses incurred in the project.

**B. Coordination of Work**

The 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.

**C. Codes**

The Contractor will comply with all building codes and code regulations and ordinances required by the Building Department. The Contractor will not be held responsible for pre-existing violations of code or building laws except where corrections of such violations are required within the scope of the contract. It is the Contractor's responsibility to stay informed of all changes to the building codes and City ordinances.

**D. Licenses**

Contractors must possess a valid State of Florida issued by the Department of Business and Professional Regulation, and any additional licenses required by the City and/or Building Department to obtain a permit. Required documents must be on file with the Department and the Building 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 the Department within 5 working days.

**E. Material Quality**

The Contractor must furnish all materials necessary to complete the contract. All materials used and installed must be new and of good quality, free from faults and defects as specified in the work write-up. Any deviations of materials from the work write-up must be approved by the Department staff in writing before installation, and the Department staff retains the right to request documentation from the manufacturer to show that the quality is equal to or better than the product requested on the work write-up. Substituted materials not approved by the Department staff must be removed by the Contractor and replaced with the required material at the Contractor's expense. All damage caused by said removal and replacement shall be at the Contractor's expense. All materials used by the Contractor are subject to inspection.

F. Labor Quality

All labor provided by the Contractor or subcontractors must be performed by skilled, trained professionals. Tradespersons, when required by County or State law, shall be licensed. All work performed by the Contractor and any associates will be inspected by the Department staff and is expected to conform to the contract, building codes, and professional work ethics.

G. Safety

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

H. Clean Up

The Contractor agrees to keep the construction site cleared of trash and construction debris, cleaning the site on a daily basis. The Contractor will provide a dumpster or other approved receptacle as specified in the scope of work.

I. Completion Deadline

The Contractor is required to complete all work within the time allowed as described in the contract agreement. Extension may be granted to the Contractor for circumstances beyond their control such as weather delays, natural disasters, or national emergencies. If the work is not completed on time, the Contractor will be removed from the Active Contractor List and disqualified from bidding for one year. **Liquidated damages will occur at the rate of fifty dollars (\$50.00) per day starting from the original completion date.** Contractors that experience delays due to inclement weather, natural disasters, or factors outside their control must request an extension of time in writing with supporting documentation, such as weather reports, that must be approved by the Department.

J. Hold Harmless

The Contractor shall agree to defend, indemnify, and hold harmless the Property Owner and the City from liability and claim for damages due to bodily injury, death, property damage, sickness, disease, theft, or loss and expenses arising from the Contractor's performance under the Program to install, develop, or make home improvements. The Contractor is acting in the capacity of an independent contractor with respect to the Property Owner, the City, and the Department.

K. Regulations

Contractors must comply with all state and local statutes, regulations, ordinances, and policies applicable to all projects. Federally funded projects require compliance with the Lead Based Paint

requirements, Davis-Bacon Act, and all other applicable laws and regulations. Contractors who are debarred from working on federally funded projects cannot participate in the program.

**NOTE:**

The Department reserves the right to amend the Contractors Handbook at any time. Revisions will be provided to all Contractors on the Active Contractors List.