



OKALOOSA COUNTY CONTRACTOR HANDBOOK SHIP HOUSING REHABILITATION PROGRAMS



1. INTRODUCTION

Okaloosa County is a recipient of State Housing Initiatives Partnership (SHIP) funds. As a recipient of SHIP funds the County has developed a Local Housing Assistance Plan that may be viewed at: [https://www.floridahousing.org/programs/special-programs/local-housing-assistance-plan-\(lhap\)/current-local-government-lhaps](https://www.floridahousing.org/programs/special-programs/local-housing-assistance-plan-(lhap)/current-local-government-lhaps) as well as on the County Website www.MyOkaloosa.com. This plan outlines the programs and activities that will be undertaken by the County with SHIP funds. Through an interlocal agreement, the County also serves as the SHIP administrator for the City of Ft Walton Beach.

One of the activities that will be carried out with SHIP funds is rehabilitation of single-family homes, townhomes, condominiums, and multi-family properties. Assistance is provided to very low-, low-, and moderate-income property owners or owners of rental property throughout the County limits. The Okaloosa County Department of Growth Management (“Department”) maintains an active list of licensed and insured Contractors to assist in accomplishing the activities funded under these programs. Contractors wishing to be considered for SHIP contractor status should complete the SHIP contractor application and provide the required documents. Once the complete application package has been received it will be reviewed by Staff and the contractor will be notified of status. 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 Regulation or with the County’s Code Enforcement Division, are not eligible to participate. Contractors are required to comply with all applicable County, State and Federal laws as they may apply to the project.

The narratives on the following pages outline the process for the Rehabilitation Programs. There may be other programs 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 SHIP Housing Rehabilitation strategy 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: Elliot Kampert

Housing Manager: Abra McGill

2. APPLICATION

All Contractors wishing to be included on the Active Contractor List are required to complete and submit the SHIP contractor application and all items on the checklist. The submitted documents must be completed in

full and must include all required documents. All incomplete applications will be returned to the Contractor. At a minimum the following must be provided; a. SHIP Rehabilitation Contractor Application; b. an executed Certification of Compliance with City, County, State and Federal Laws and Regulations; c. all items on checklist. Completed application packages should be submitted to:

Abra McGill
Grants and Housing Programs Coordinator
1250 N Eglin Pkwy Ste 301
Shalimar, FL 32579

Upon receipt of the all required documents, Staff will review the Contractor's submittal, contact references, and evaluate past performance. Visits to completed or current projects may be undertaken at the County's discretion. Based on the County's review, additional information may be required. After the review is complete, Contractors will be notified in writing regarding approval/disapproval for participation in the County's housing programs.

Eligible Contractors will be notified by mail, e-mail, or fax 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 City, County, State, and Federal laws.

3. BID PROCESS

A. Invitation to Bid

The Contractor will be sent an Invitation to Bid by mail, e-mail or fax for any upcoming projects. The bid documents will include the Owner/Developer name, property location, Scope of Work, date and time of the scheduled mandatory bid Walk- Through, bid response deadline and bid opening date. All Contractors who wish to bid shall attend the pre-bid Walk-Through 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 a period up to one (1) year. A written or emailed 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 Walk-Through

The mandatory Contractor Walk-Through will be held at the property to be rehabilitated. The Walk-Through should be coordinated and led by County staff who performed the initial inspection and prepared the work write-up. The purpose of the Walk-Through is to provide an opportunity for all interested parties including the Property Owner, County Staff or their designee, the Contractor, the Department, and subcontractors 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 may be made during this Walk-Through based on recommendations made by Contractor, subcontractor, Owners and Department staff or their designee.

The Walk-Through 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 Walk-Through officially starts. Contractors are required to sign in, and those who do not sign in cannot bid on the project.

Any changes to the Scope of Work will be discussed at the end of the Walk-Through to ensure that Contractors have made notes of all changes discussed during the Walk-Through for bid consistency. The owner will be notified of any changes to the original scope of work. This is an opportunity to advise the owner and contractors that the work agreed to at this meeting is final. Prior to the bid opening date, a revised

and final work write-up, approved by the homeowner, will be e-mailed, faxed or mailed to all Contractors on the sign-in sheet. Bids must be submitted based on the updated/revised work write-up. Once the work is awarded, no changes will be made to the work write-up unless required or approved by the Building Department, inspector or other responsible party, and authorized by a change order. Failure to bid in accordance with the bid instructions may result in the rejection of the Contractor's bid.

C. Bid Proposal

The Contractor shall provide an itemized cost breakdown based on all items in the Scope of Work outlined in the bid sheet. Specifications will be provided for all work including plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, garage doors, garage openers, insulation, ceramic tile, cabinets, counter tops, appliances, mirrors, fixtures, etc. This will ensure that Contractors are bidding on the same or like materials outlined in the Scope of Work. Contractors shall not deviate from the work specified on the work write-up.

Contractors shall not modify or negotiate changes to the work with the Owner. 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 shall be submitted in writing to the Department prior to the bid opening.

D. Bid Submittal

The Contractor shall provide line item prices for each item specified on the work write-up. Each line item should include labor and material costs. County may ask for further breakdown of profit and overhead. The bid must be signed and submitted in a sealed envelope with the Owner's name, address, case number and bid date on the outside of the envelope. The envelope should contain only one bid. Bids should be hand delivered or mailed 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.

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 an approved change order.

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 to 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. Estimates 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 winning bid:

1. Contractor is an approved eligible contractor on the Active Contractor List, and all requirements (including active license and insurance) are up to date.
2. The bid is the lowest responsive bid.

3. New Contractors will only be awarded one project until they have completed a project that is in compliance with all project requirements, includes no change orders or delays, and is satisfactory to the Owner and Department staff.
4. Once a Contractor has completed 1 project in a manner satisfactory to the Department, the Contractor may be awarded a maximum of 3 projects at any given time. No Contractor shall have more than 3 projects at one time unless approved by the Department Director.
5. Contractors will be evaluated by County staff on projects completed. Failure to maintain a good or excellent score may result in suspension from the Active Contractor list for any time period up to and included permanent removal.
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.

F. Subcontractors

If the Contractor employs subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law, and have valid business tax receipts issued by the Okaloosa County Tax Collector. 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 Owner to perform work on the property to be paid under this Contract.

G. Contract Signing

The Department will notify the Owner of Contractor selection and schedule a date and time for homeowner to review and sign the SHIP Rehabilitation Agreement between the County and the Owner.

The Department will notify the Contractor of the award of the project and provide the SHIP Rehabilitation Agreement to be signed between the Contractor and the Owner. The Contractor shall provide to the County the signed Contractor Owner Agreement and a list of all subcontractors that are scheduled to perform work on the job on the form provided by the County. This may be accomplished in one of two ways. 1. Contractor obtaining Owner signature and returning to County or 2. County Housing Staff scheduling a meeting between Owner, Contractor and Staff to sign all required documents. Housing Staff will make this determination.

The Contractor will be provided with a Notice to Proceed once all items have been received and approved. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

H. Multi-Family Rental Rehabilitation

Multi-family rental projects will only be awarded to Contractors who have demonstrated capacity and skills in the rehabilitation of multi-family rental projects. Contractors shall have responsibly and successfully completed projects similar in scope and size and have demonstrated above average performance as follows:

1. Staff and financial organizational capacity
2. Projects are completed in a timely fashion
3. All projects pass inspections
4. Contractor addresses warranty items with 3 days of notification and emergencies within 24 hours
5. Positive Owner evaluations
6. Positive County/Department staff evaluations

I. 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 issue 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 development. All work must be completed within the time frame specified in the bid. The Contractor must work with a licensed and insured architectural firm to complete the project.

J. 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 County may waive the formal bid process and request 3 informal bids to address emergency life threatening situations.

4. PAYMENT AND CONTRACT PERFORMANCE

A. Draw Schedule

Rehabilitation projects will consist of a maximum of three (3) draw payments 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 payment invoice to the Department Staff, 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. The final 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 specific draw. The final draw will be withheld until all the punch list items have been completed.

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

The draw schedule will be as follows;

First Draw: 40%
Second Draw: 30%
Final Draw: 30%

B. Contractor Payments

Payments to the Contractor will be made by the Department on behalf of the Owner in accordance with the Draw Schedule outlined above. To initiate each draw payment, the Contractor is required to complete and submit the Contractor Payment Request Form to the Department staff.

First draw must also include a copy of any permits required to begin work.

Second draw must include any additional permits that may be required to complete work as well as photos of work that has been done and for which payment is being requested. County staff must verify work that is listed complete on the Payment Request Form prior to payment being approved.

The Final Draw will be held until the following items have been completed and copies received by County Housing Staff.:

1. Contractor's work has passed all required 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 Department staff.
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 staff.
7. All Final Releases of Lien have been submitted by subcontractors.
8. The construction site is broom clean and ready for occupancy.

C. Payment Reduction

Based on the results of a required inspection by 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 order shall take place unless in writing and mutually agreed upon by the Owner, Contractor and Department staff. All changes must be submitted on the Change Order Form provided by the Department, signed and dated by the Owner, Contractor, and authorized by Department staff. 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, work authorized under the change order must be submitted for inspection, review and approval by the Building Department. Requests 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. Any changes made will be bound by the executed contract, incorporated into the project and subject to the 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 may 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 insurance 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 County/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 County/Department for correcting work covered by the warranty will be permanently removed from the Active Contractor List and reported to the Florida Department of Business and Professional Regulation.
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 County work 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, misappropriation of materials purchased with SHIP funds, willful destruction of Owner's property or abusive behavior towards the Property Owner or County 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 County 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 County.
12. **Delays:** Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the 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.

F. Lien Waivers

The Contractor shall protect, defend, and indemnify the Department and the Owner from all claims of unpaid work, labor or materials. The Contractor must sign a Release of Lien at the final 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.

5. 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 meetings, 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 recipients, 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 must be executed prior to receiving Notice to Proceed. The Owner will also execute an agreement with the County outlining the roles and responsibilities of each party. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

C. Contract Signee

Only the Property Owners, 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 construction, a time of operation will be established between the Owner and the Contractor as specified in the contract.

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 County, its employees, or affiliates will not be held liable for any losses or damages sustained during the construction project. The Contractor shall not store equipment and materials on said property that is not used for the work described in the contract. 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 County 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, notices of commencement, etc., 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. A copy of each permit shall be provided to Housing Staff.

J. Warranties

The Contractor agrees to warrant all labor and materials used during construction for a minimum period of one year from the date of completion. Any and all extended warranties beyond one year 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, garage doors and openers, windows and doors, hardware, paint, flooring, cabinets, etc. If a warranty issue should arise within warranty period, the Contractor is expected to respond within 72 hours for non-emergencies and within 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 Florida Department of Business and Professional Regulation.

K. Disputes

The Department staff will work to resolve all disputes between the Property Owner and the Contractor. All disputes not resolved by program staff should be reported to Florida Housing Finance Corporation for possible resolution before they move to arbitration. 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. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party may be entitled to recover all costs, including reasonable attorney's fees.

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.

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

D. Licenses

Contractors must possess a valid State of Florida Occupational License issued by the Department of Business and Professional Regulation, and any additional licenses required by the Building Department to obtain a permit. Required documents must be on file with the Housing 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 retain 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. All materials purchased with SHIP funds including, for example, extra roofing shingles, flooring, etc., are property of the SHIP project and may not be used by the Contractor for other jobs.

F. Labor Quality

All labor provided by the Contractor or subcontractor 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 Owner. 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. Extensions 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. 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 Property Owner and the Department staff.

J. Hold Harmless

The Contractor shall agree to defend, indemnify, and hold harmless the Property Owner and the Department 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 this agreement to install, develop or make home improvements. The Contractor is acting in the capacity of an independent contractor with respect to the Property Owner and the County housing 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 have been debarred from working in federally funded projects cannot participate in this 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 Contractor List.

I have received, read and agree to abide by the “OKALOOSA COUNTY CONTRACTOR HANDBOOK SHIP HOUSING REHABILITATION PROGRAMS” dated REV 07/2021.

Company Name

Contractor Name Print

Contractor Signature

Date

Return to:

Housing Programs – Okaloosa County Dept. of Growth Management

Abra McGill, GRANTS AND HOUSING Programs Coordinator

1250 N. Eglin Pkwy, Suite 301 Shalimar, FL 32579

850-609-7024

amcgill@myokaloosa.com