

**AGREEMENT BETWEEN LEVY COUNTY,
HOMEOWNER AND CONTRACTOR FOR
SHIP/HOME/CDBG HOUSING REHABILITATION**

THIS AGREEMENT ("Agreement"), is made and entered into by and between **Levy County**, a political subdivision of the State of Florida, (hereinafter called "County"), _____ (hereinafter called "Homeowner"), whose owner-occupied home located at _____, is to be repaired by the licensed contractor _____ whose License Number is _____, and who possesses the following FEIN: _____ (hereinafter called "Contractor"), under seal for the project identified as _____ (hereinafter referred to as the "Project").

IN CONSIDERATION of the mutual covenants contained herein, County, Homeowner and Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS:

The contract between the parties, of which this Agreement is part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the mortgage and promissory note executed by Homeowner and referenced herein, the Project Bid Scope and/or specifications and drawings, including but not limited to all change orders and field orders, the deficiency checklist and/or the work write-up for the Project, all bid documents for the Project, and the construction standards for the Project (for repair projects), any recorded bonds if required, Contractor's Certificate of Insurance, Notice to Proceed, any other documents related to the Project and required by County, and any amendments to any of the above.

2. PROPERTY:

Homeowner is the record owner of the real property more fully described on **Exhibit A** (hereafter the "Property"), which is attached hereto and by this reference incorporated herein. All work (hereafter "Work") for the Project described on **Exhibit B** attached hereto and by this reference incorporated herein, shall take place on and be for the benefit of the Property.

3. MORTGAGE AND NOTE:

Homeowner acknowledges that it has provided a promissory note to County, secured by a mortgage, all of which represent other terms and obligations that Homeowner is providing to County as part of the consideration for County to enter into this Agreement.

4. AGREEMENT SUM & PAYMENTS:

A. County shall make payments to Contractor on behalf of the Homeowner for the performance of the Work, subject to additions and deductions approved by change orders (as herein described) for the contract amount of _____,

(\$_____).

- B. Payment shall be made to Contractor when all the Work is 100% complete and has been inspected by both the Levy County Development Department and the Levy County SHIP Department (the "Department"), and all the required paperwork has been submitted to the Department for payment. There shall be no partial payments made to Contractor under this Agreement. Contractor shall receive payment within ten (10) business days after all requirements of this paragraph have been met and the submittal by Contractor to the Department of a complete and proper invoice or request for payment.
- C. The paperwork required for payment to the Contractor includes a proper invoice or request for payment prepared by Contractor containing an accounting of the Work performed, a written release of lien by the Contractor of all liens for Work completed arising out of or related to Contractor's performance, including but not limited to, written releases of lien from any person or company that has provided a "Notice to Owner" pursuant to Chapter 713, Florida Statutes, and any other documents reasonably required by County.

5. SCOPE OF WORK AND COMPLETION TIME:

Contractor agrees to furnish all labor, Work, materials, tools, equipment, permits, licenses and services for the proper construction or repair of the Project on or at the Property in accordance with the specifications and requirements for the Project and in accordance with all applicable requirements, regulations and codes of Levy County, the Florida Building Code, and any other applicable codes or statutes. Contractor agrees that all materials supplied for the Project are guaranteed to be as specified. Substantial completion of the Project shall be achieved within thirty (30) to sixty (60) calendar days (dependent on the extent of the scope of Work) and an additional seven (7) or fourteen (14) days shall be allowed for final completion including punch list items. Substantial Completion is the state in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Work can be occupied and utilized for its intended use. The exact dates to which Contractor must adhere are set forth in the Scope of Work described in **Exhibit B** hereto. The number of calendar days from the date of the Notice to Proceed through the date set forth for Substantial Completion shall constitute the Term. All Work shall be completed in a workmanlike manner according to standard practices. The Property shall remain Homeowner-occupied during construction, unless Homeowner displacement is otherwise required for successful completion of the Project.

6. TIME OF COMMENCEMENT:

All Work will proceed in a timely manner without delays. No Work shall commence by Contractor until Contractor has received a written order to proceed from County. The Notice to Proceed will be issued within thirty (30) days from the date of acceptance of Contractor's proposal. If the Notice to Proceed is not timely issued

Contractor has the option of withdrawing the proposal. Work shall begin no later than seven (7) days after issuance of the Notice to Proceed. If Work is not completed within the agreed time period, from issuance of the Notice to Proceed to the Work completion and the final permit sign off, in addition to other amounts as provided herein, Contractor will be responsible for the reasonable expenses Homeowner may incur such as, but not limited to: temporary relocation, storage expenses, etc., unless approval for an extension has been agreed upon in writing by Homeowner, Contractor and County. This provision shall not be enforced if strikes, accidents, or Acts of God delay commencement.

7. COUNTY RESPONSIBILITIES:

- A. County will serve as representative for Homeowner and administer this Agreement for the Homeowner as is necessary for the satisfactory completion of the Project.
- B. County will pay Contractor on behalf of Homeowner for satisfactory completion of the Project and satisfactory performance of this Agreement.
- C. County will require conformance by Contractor with the terms and procedures set forth in this Agreement, to include the section labeled "Other Provisions."
- D. County's representatives shall issue all communications to Contractor. County has the authority to request changes in the Work in accordance with the terms of this Agreement. County has the authority to stop Work or to suspend any Work for any reason, including but not limited to Contractor default.
- E. County will appoint a Construction Coordinator who will act as County's representative for the Project and who will perform all administrative duties for County in connection with this Agreement. County will notify Contractor and Homeowner of the identity of the Construction Coordinator.

8. CONTRACTOR'S INSURANCE:

As applicable, during the duration of the Project, Contractor shall acquire and maintain insurance policies with a company or companies authorized to do business in the State of Florida, covering losses related to the Work and the Project. County shall be notified if any policy limit has eroded to one half its annual aggregate. Contractor shall provide County with a Certificate of Insurance evidencing coverage pursuant to such policy(ies), issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show "Levy County, a political subdivision of the State of Florida, its officials, officers, agents, employees and volunteers" and Homeowner as Additional Insureds except for the workers compensation and professional liability policies. County also shall be added to all third-party coverage required by and provided for this Agreement as an Additional Insured (as set forth above), but only to the extent of the risk obligations assumed hereunder by Contractor. The County should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to County with policies for the following:

A. Business Auto Liability

- 1) Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- 2) Levy County, a political subdivision of the State of Florida, its officials, officers, employees and volunteers are to be covered as an Additional Insured in respects to: Liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers. County requires policies to be endorsed with CA 20 48 or similar endorsement providing equal or broader Additional Insured coverage.
- 3) Contractor's insurance coverage shall be primary insurance as respects County, its officials, officers, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, officers, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B. Worker's Compensation

- 1) Coverage to apply for all employees at statutory limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- 2) Contractor will ensure its insurance carrier waive all subrogation rights against County for all losses or damages which occur during this Agreement and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.
- 3) For any Contractor who has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Contractor employees. If the Contractor or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Contractor. The

Contractor is required to provide proof of coverage for their employees. This applies to all Contractor including but not limited to the construction industry.

C. Commercial General Liability

- 1) Coverage must be afforded under a Commercial General Liability policy with limits not less than \$1,000,000 each occurrence and \$1,000,000 **Project Aggregate** for Bodily Injury, Property Damage and Personal and Advertising Injury \$1,000,000 each occurrence and \$1,000,000 **Project Aggregate** for Products and Completed Operations.
- 2) Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse or underground.
- 3) Levy County, a political subdivision of the State of Florida its officials, officers, employees and volunteers are to be covered as an Additional Insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization or equivalent.
- 4) Contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, officers, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

D. Pollution and Remediation Legal Liability (Hazardous Materials)

- 1) For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

9. **BOOKS AND RECORDS:**

Contractor shall keep records of all transactions. County shall have the right to review such records at County's office during normal business hours. Contractor shall retain all records for this Project for a minimum of five (5) years.

10. **INDEPENDENT CONTRACTOR:**

- A. In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint ventures, or associate of County or Homeowner. Contractor shall be solely

responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the full performance of this Agreement.

B. Subcontracts

- 1) Contractor shall take the appropriate steps to ensure that all subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their respective Work. This shall not relieve Contractor from the responsibility to Homeowner and County for the proper completion of all Work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any sub-contractual agreement Contractor makes with others. Contractor shall furnish to Homeowner and County in writing a list of names of the subcontractors proposed for the principal portions of the Work within seven (7) days after the Notice to Proceed. Contractor shall not employ any subcontractor deemed objectionable by County.

11. CONTRACTOR'S GENERAL RESPONSIBILITIES:

A. Bound by Contract Documents

Contractor shall be bound by all terms and conditions of the Contract Documents and acknowledges receipt of a copy of all the Contract Documents.

B. Worksite

- 1) Contractor shall at all times while Work is in progress have a competent resident job superintendent on the Work site. The Contractor's superintendent will be Contractor's representative at the Work site, and shall have authority to act on behalf of Contractor. All directions given to the Contractor's superintendent shall be binding on Contractor.
- 2) Contractor shall confine construction equipment, stored materials and equipment, and the operations of workers to only those areas prescribed by County. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and all other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Homeowner. Contractor shall restore to their original conditions those portions of the site not designated for alteration by Contractor.

C. Personnel

Contractor shall utilize competent employees in performing the Work. At the request of County, Contractor shall replace any incompetent, unfaithful, abusive and/or disorderly person working for Contractor or any of Contractor's subcontractors. County and Contractor shall each be promptly notified by the other of any complaints received. Smoking is prohibited at the Property and Contractor shall assure that Contractor's employees, subcontractors and

subcontractor's employees abide by County's smoking regulations. All Contractor's and subcontractors' vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with County's Construction Coordinator for purposes of this Agreement.

D. Alcohol/Drug Use

Contractor understands the use and/or possession of alcohol or drugs on a Work site is strictly prohibited. This is defined as either coming to the Work site under the influence or the use of alcohol/drugs on the Work site. Contractor agrees to inform its subcontractors and employees of this policy. This policy is enforced at all times including lunch, and before and after hours of any Work on the Property. Violation of this policy by Contractor, any of its employees, or subcontractors or any of subcontractors' employees, shall be grounds for immediate termination of this Agreement by Homeowner or County.

E. Working Hours

Normal Work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Any changes in the Work hours must be agreed to by County, Homeowner and Contractor and any applicable subcontractors.

F. Signage

Contractor shall not display any signs, posters, or other advertising matter in or on any part of the Work or around the site thereof without the specific approval in writing by County, other than signage on vehicles as required herein.

G. Permits

- 1) Contractor should promptly secure all necessary licenses, permits, inspections and approvals required and allow all inspections of all Work by authorized personnel.
- 2) Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and accepted by County.

H. Indemnification

Contractor agrees to indemnify and hold harmless County and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense that may arise from performance of this Agreement. Contractor agrees to pay

reasonable attorney's fees if County is required to defend or prosecute any claim or action arising out of this Agreement not caused by act or omission on the part of County. It is understood that Contractor is acting in the capacity of an independent contractor with the respect to County or Homeowner.

I. Cooperation

Contractor will cooperate with County and Homeowner during the performance of the Work. All concerns and issues related to the Project or Work must be directed to the County's Construction Coordinator. The Construction Coordinator will discuss all concerns and issues with the Homeowner and the Contractor (as applicable) to resolve and correct such issues. In the event no resolution can be agreed upon, Project activities will be stopped and/or terminated at County's discretion. Final dispute resolution will be by the County Coordinator of County.

12. HOMEOWNER'S RESPONSIBILITIES:

A. Bound by Contract Documents

Homeowner shall be bound by all the terms and conditions of this Agreement and the Contract Documents and acknowledges receipt of a copy of all the Contract Documents.

B. No Interference

Homeowner shall refrain from interfering, commenting, advising and suggesting to Contractor, any subcontractor, or any employees or agents of either of them, how to conduct the Work. All concerns and issues related to the Project or Work must be directed to County and the Construction Coordinator. The Construction Coordinator will discuss all concerns and issues with the Contractor to resolve and correct such issues. In the event no resolution can be agreed upon, Project activities will be stopped and/or terminated at County's discretion. Final dispute resolution will be by the County Coordinator of County.

C. Cooperation

Homeowner shall cooperate with County and Contractor during the performance of the Work. Homeowner designates County as its representative to oversee, supervise and approve Contractor's Work and compensate Contractor, when invoiced after the completion of rehabilitation, and to communicate with Contractor throughout the performance of the Work.

D. Access

Homeowner will grant access to the Property. Homeowner will continue to occupy the Property during performance of the Work, unless as otherwise agreed by County, Contractor, and Homeowner. County will not be responsible for relocating Homeowner.

- E. Personal Property
Homeowner agrees to remove personal property within the rehabilitation or construction area so as to not interfere with progress of Work. Contractor shall have easy access in and around the rehabilitation or construction areas for the operation of equipment needed for the performance of Work. Homeowner will permit necessary movement and replacement of rugs, furniture, and/or storage boxes by Contractor.
- F. Pets/Children/Visitors
Homeowner shall keep all children, visitors, and pets secured from the rehabilitation or construction area as not to interfere with the Work or be placed in harm's way so the Contractor may be allowed to fulfill the requirements of this Agreement. Pets are the responsibility of Homeowner at all times.
- G. Utilities
Homeowner shall furnish the use of electricity and water to Contractor, at no additional cost to Contractor or County, during the rehabilitation or construction process or performance of the Work.
- H. Permission
Homeowner grants County permission to reserve the right to photograph the rehabilitation or construction process, including the building or house on the Property for documentation, education and publicity purposes, without additional compensation.
- I. Color Coordination
Homeowner shall approve all the finish materials, products and colors to be used according to bid specifications.
- J. Liability Insurance
It is Homeowner's discretion whether to obtain Homeowner's insurance. It is advised by County. County will not be held liable for any damages.
- K. Care of Property
Homeowner shall be responsible for the proper use and care of the Property including equipment and appliances after they have been installed by the Contractor.
- L. Indemnification
Homeowner agrees to indemnify and hold harmless County and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense that may arise from performance of this Agreement. Homeowner agrees to pay reasonable attorney's fees if County is required to defend or prosecute any claim or action arising out of this Agreement not caused by act or omission on the part of County. It is understood that Contractor is acting in the capacity of an independent contractor with the respect to County and Homeowner.

M. Right of Rescission

County has issued a Notice of Right of Rescission as **Exhibit C** hereto to be signed by Homeowner concurrent with the execution of this Agreement. The Right of Rescission gives Homeowner three (3) business days from the date of execution to cancel this Agreement.

13. **CHANGES IN THE WORK:**

Except in an emergency, endangering life or property, no changes in the Work shall be made by Contractor unless Contractor has received a prior written change order signed by Homeowner and authorized representatives of County. The Agreement sum and Term may be changed only by written change order. No extra costs will be paid to Contractor when Contractor has neglected to properly evaluate the extent of the Work.

14. **DELAYS AND DAMAGES:**

Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this Agreement occasioned by any act or omission to act by County except as provided in this Agreement. Contractor also agrees any such delay, inefficiency, or interference shall be accounted for only as an extension of additional time given to complete the Work in accordance with the provisions in the standard specifications applicable to the Project and the Work.

15. **PERFORMANCE EVALUATION:**

At the conclusion of the services performed pursuant to this Agreement, County may evaluate Contractor's performance. This evaluation shall become public record.

16. **LIQUIDATED DAMAGES AND HOMEOWNER DAMAGES:**

- A. Contractor shall pay County liquidated damages in the amount of **\$100.00 per day** for each day that expires after the time specified for Substantial Completion (set forth in the Scope of Work, **Exhibit B**) until the Work is substantially completed.
- B. If prior to Substantial Completion, Contractor shall neglect, refuse, or fail to complete the remaining Work within the Term or any proper extension thereof granted by County, Contractor shall pay additional liquidated damages in the amount of **\$50.00 per day** (in addition to the amount provided in subparagraph 15(A) above) for each calendar day that expires after the time specified for final completion set forth in the Scope of Work described on **Exhibit B** hereto.
- C. Should County, as its discretion, permit Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, such permission shall in no way operate as a waiver on the part of County of any of its rights under this Agreement.

- D. The parties specifically agree that the liquidated damages set forth herein are not a penalty.
- E. County shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Agreement within the time stipulated.

17. WARRANTY:

Contractor shall guarantee to correct any Work that fails to conform to the Contract Documents and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the Work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Contract Documents. The provisions of this Agreement apply to Work done by subcontractors as well as Work done by Contractor. Furthermore, Contractor shall furnish Homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

18. PUBLIC RECORDS:

- A. **IF CONTRACTOR OR HOMEOWNER HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S OR HOMEOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

TELEPHONE: (352) 486-5218
E-MAIL: levybocc@levycounty.org
MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

- B. Contractor shall comply with public records laws, specifically:
 - 1) Keep and maintain public records required by County to perform the Project;
 - 2) Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and

following completion of this Agreement if Contractor does not transfer the records to County; and,

- 4) Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Contractor or keep and maintain public records required by County to perform this Project. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

If Contractor fails to provide requested public records to County within a reasonable time, Contractor may be subject to penalties under Section 119.10, Florida Statutes.

19. EMERGENCIES:

In an emergency affecting the safety of life or property, Contractor, without special instruction or authorization from County Construction Coordinator, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial Work, any Work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to County unless such Work has been specifically requested and approved by County's Construction Coordinator. Contractor shall file with County's Construction Coordinator the names, addresses and telephone numbers of its representatives who can be contacted at any time in case of emergency. Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by County or any public officials or inspectors.

20. OTHER PROVISIONS:

A. Civil Rights Act Of 1964

Under Title VI of the Civil Rights of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

B. Equal Employment Opportunity

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

- C. Copeland Anti-Kickback Act
Contractor will comply with the Copeland “Anti-Kickback” Act (40 U.S.C 3145) as supplemented by Department of Labor regulations (29 CFR part 3).
- D. Secretary of Housing and Urban Development
Contractor will comply with the provisions of 24 CFR Part 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders issued thereafter prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

21. TERMINATION OF THIS AGREEMENT:

Neither Contractor nor Homeowner can terminate this Agreement without the approval of County. Any and all decisions made by County concerning termination of this Agreement shall be binding to all parties connected with this Agreement.

22. DEFAULT:

Time is of the essence in the performance of this Agreement. This Agreement is critical to County and County reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of Contractor to carry out any obligation, term, or condition of the Agreement. County will issue a written notice of default effective immediately and not deferred by any interval of time. Homeowner specifically acknowledges that default shall be considered to be any act or failure to act on the part of Contractor including, but not limited to, any of the following:

- A. Contractor fails to adequately perform the Work or any services set forth in the specifications of this Agreement;
- B. Contractor provides material that does not meet the specifications of this Agreement;
- C. Contractor fails to complete the Work required within the time stipulated in this Agreement; and
- D. Contractor fails to make progress in the performance of this Agreement and/or gives County reason to believe that Contractor will not or cannot perform to the requirements of this Agreement.

23. REMEDIES/OPPORTUNITY TO CURE:

If Contractor defaults on any provision of this Agreement, County may, at its sole discretion, give written notice to Contractor detailing Contractor’s violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of County within the time required by County to cure the default, after the date of notice of violation, County may, without further notice, declare Contractor to be in breach of this Agreement and pursue any and all

remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder. Notwithstanding County's termination of the Agreement, Contractor shall remain liable to County for damages, costs, or attorney's fees arising prior to such termination. In case of default, County reserves the right to hire another Contractor to complete the required Work in accordance with the needs of County. County may recover any actual excess costs from Contractor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

24. WAIVER:

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

25. ASSIGNMENT:

Neither Contractor nor Homeowner may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the County, which shall not be unreasonably withheld.

26. REFERENCE TO PARTIES:

Each reference herein to the parties or any one of them shall be deemed to include such parties' or party's successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

27. HAZARDOUS MATERIALS:

It is not expected that hazardous materials will be encountered in the proposed Work. If materials are suspected to contain hazardous materials, Contractor shall not disturb, and shall immediately notify County and Homeowner. Homeowner will remove hazardous materials under a separate contract.

28. LEAD PAINT:

A. Any residential structure that was built prior to 1978 shall have a lead-based paint test, according to 24 CFR 35, subparts B through R. County will order and pay for the test. Upon receipt of the results, County has the following options:

- 1) Positive results: County may or may not provide rehabilitation assistance depending on the extent of contamination, the scope of

Work, and availability of required funds for amelioration; or, decline to provide assistance.

- 2) Negative results: County will give authorization to Contractor to continue with the Work. Time for performance of the Work will be adjusted accordingly.

- B. Lead Abatement: If lab results indicate lead-based paint is present within the areas of repair and renovation, and if County chooses to provide rehabilitation assistance, Contractor will be responsible for coordinating with a certified and licensed abatement contractor approved by the EPA to conduct removal and clean-up of lead-based paint. County will order and pay for the final dust wipe method inspection by a certified and licensed Lead Based Inspector that must pass clearance levels before the final punch list inspection is completed. Abatement costs will be added to the Work.

29. RADON GAS:

Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Levy County Health Department.

30. CONSTRUCTION INDUSTRIES RECOVERY FUND NOTICE:

Payments may be available from the Construction Industries Recovery Fund if money is lost on a project performed under contract where the loss results from specified violations of Florida Law by a licensed Contractor. For more information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following number and address: Construction Industry Licensing Board, 1940 N. Monroe Street, Suite 60, Tallahassee, FL 32399-1030, (850) 487-1395.

31. CONSTRUCTION DEFECTS NOTICE:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTIES TO THIS AGREEMENT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

32. FLORIDA LIEN LAW NOTICE – ATTENTION TO HOMEOWNER:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (CHAPTER 713, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU SHOULD CONSULT AN ATTORNEY.

33. **AMENDMENTS:**

- A. No term or provision of this Agreement may be modified, amended, waived or altered without written agreement of all parties.
- B. Any effort by Homeowner or Contractor to modify, amend, waive or alter any of the terms of this Agreement without the written consent of County shall have no force or effect, shall be invalid and shall constitute a default under the terms of this Agreement.

Exhibit A: Property Legal Description
Exhibit B: Scope of Work
Exhibit C: Right of Rescission

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the last date below.

HOMEOWNER

CO-OWNER

Signature

Signature

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Witness: _____

Printed Name: _____

Printed Name: _____

CONTRACTOR

Signature

Printed Name: _____ Date: _____

Witness: _____ Witness: _____

Printed Name: _____ Printed Name: _____

State of: Florida
County of: _____

Before me this day personally appeared _____ and _____ as Homeowner(s) to me well known to be the persons described in or produced identification (name type of ID) _____ and who executed the foregoing instrument, and who acknowledged that he/she/they did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal this _____ My Commission expires _____

Signature of Notary _____

Printed Name _____

Seal

COUNTY

County Coordinator

Date