

HURRICANE LOSS MITIGATION PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between _____ (hereinafter referred to as "Owner"), and _____ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Hurricane Loss Mitigation Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _____ (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of \$ _____ (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds \$25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **forty-five (45) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D**; (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests, or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested, or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of all documents related to the performance of this Contract, as well as all shop drawings

and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose, or otherwise make available for observation, inspection, or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract, and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect, and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal, or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default, then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Hurricane Loss Mitigation Funds and Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent, or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment, or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Clara Long		
Community Redevelopment Agency		
221 Palafox Place, Suite 305		
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor:	Signature of Owner:
Firm Name, Address, City, State, Zip:	Name, Address, City, State, Zip:
FL and County License No.:	
Witness:	Witness:
Witness:	Witness:
Date of Bid	Date of Acceptance

ESCAMBIA COUNTY, FLORIDA:

By: _____
**Wesley J. Moreno, Interim County Administrator
or Designee**

Date: _____



Escambia County
 Community Redevelopment Agency
 221 Palafox Place, Suite 305
 Pensacola, FL 32501
 Phone: 850.595.3217
 Fax: 850.595.3218

Exhibit A

Hurricane Loss Mitigation Program Scope of Work

Property Owner: _____

Contractor: _____

Address: _____

Contractor PH#: _____

PH#: _____

Total SF: _____

Pre-Bid Meeting (Date & Time): _____

Bid Close (Date & Time): _____

Description

Cost of Labor \$ _____

Cost of Materials: \$ _____

Description

Cost of Labor \$ _____

Cost of Materials: \$ _____

Total Cost: \$ _____

Property Owner's Signature _____

Contractor's Signature _____

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

By: _____
Signature

Escambia County Board of County Commissioners
Recipient's Name

Name and Title

_B0116_____
DEM Contract Number

Street Address

_DEM-HL00051_____
Project Number

City, State, Zip

Date