

COMMUNITY REDEVELOPMENT AREA REHABILITATION WORK CONTRACT

Case No.: FORTUNATO BCBI
Property Owner(s): PENNY FORTUNATO
Owner(s) phone: 727-288-6934
Property address: 3901 57TH AVE N., ST. PETERSBURG, FL 33714

THIS CONTRACT, made this 26th day of Feb, 2020 between PENNY FORTUNATO (Owner) and BIRGE'S CONCRETE & BOBCAT, INC. (Contractor), whose License No. is C-10012 for improvements to the Owner's property address located at 3901 57TH AVE N., ST. PETERSBURG, FL 33714. This Contract is contingent upon grant funding awarded

to Owner by the Pinellas County Community Redevelopment Agency (CRA). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth below.

ARTICLE 1 - CONTRACT SUM: The CRA shall pay grant funds to the Contractor for the satisfactory completion of improvements to the property, subject to additions and deductions by approved Change Order, the Contract Sum of \$6,624.40.

ARTICLE 2 - THE WORK AND COMPLETION TIME: The Contractor agrees to furnish all labor, materials, equipment, permits, licenses and services for the proper rehabilitation of the above identified property in accordance with the Bid Documents and the Florida Building Code. The Contractor agrees that materials supplied are guaranteed to be as specified. All work shall be satisfactorily completed within Ninety (90) calendar days after the Authorization to Proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The premises will be **occupied** during the course of construction. A detailed description of the scope of work to be completed is included in the Bid Documents incorporated into this Contract by reference. **Any changes to the Scope of Work in the referenced documents must be accompanied by a Change Order in an approved form and signed by all parties to this Contract.**

ARTICLE 3 - TIME OF COMMENCEMENT: No work shall commence by the Contractor and this Contract shall not be binding until Contractor has received a written and signed Authorization to Proceed from the Owner. The Authorization to Proceed will be issued within thirty (30) days from the date of this Contract, or if it is not, the Contractor has the option of withdrawing the bid and proposal. Work shall begin no later than fourteen (14) days after the Receipt of the Authorization to Proceed. If work is not completed within the agreed time period, from Receipt of the Authorization to Proceed to Contract completion and final permit signed off, the Contractor will be responsible for reasonable expenses the Owner may incur such as, but not limited to, temporary relocation, storage, expenses, etc., unless approval for extension has been agreed upon in writing by the Owner, Contractor and the CRA. This provision is contingent upon strikes, accidents, or natural disasters.

ARTICLE 4 - PAYMENT: The Contractor will be paid in one lump sum after the Certificate of Final Inspection has been issued, certifying that all work has been completed according to the Contract, unless progress payments have been authorized by CRA. The Contractor must submit a proper invoice, the Certificate of Final Inspection and proof of payment to all subcontractors. All payments due the Contractor will be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." after the scope of work specified in this contract has been completed by the Contractor. However, if a dispute arises between the Owner and the Contractor, payment or balance of payment if progress payments have been made, will be withheld until the dispute has been mediated.

ARTICLE 5 - CONTRACTOR'S INSURANCE: The Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of the Contractor's fault or negligence in connection with this Contract. The Contractor shall, prior to commencing work, furnish evidence of required comprehensive liability insurance.

ARTICLE 6 - SUBCONTRACTS: All Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the Contractor from the responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from this responsibility by any sub-contractual agreement the Contractor may make with others. The Contractor shall be required to furnish a list of the names of the Subcontractors proposed for the principal portions of the work within ten (10) days of the Authorization to Proceed. The Contractor shall not employ any Subcontractor to whom the Owner or the CRA may have a reasonable objection.

SB.

Contractor's
Initials

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Owner's Initials

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ARTICLE 7 - GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

- 7.1 The Contractor shall supervise and direct the work using the Contractor's best skills and attention.
- 7.2 The Contractor shall provide the Owner with evidence that the Contractor has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate Building Departments.
- 7.3 The Contractor shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.
- 7.4 The Contractor shall be responsible for the acts and omissions of all the Contractor's employees, and all Subcontractors, their agent and employees, and all other persons performing any of the work.
- 7.5 The Contractor shall not assign this Contract without written consent of the Owner.
- 7.6 The Contractor shall at all times coordinate the protection of personal property, furniture, clothing etc, with the Owner, and shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's work on a daily basis. All waste material and debris from the rehab shall be located in an area outside, out of sight and removed upon completion of the rehab.
- 7.7 The Contractor shall permit the CRA to examine and inspect the rehabilitation work under this Contract at any reasonable time.
- 7.8 The Contractor shall furnish the Owner with the names, addresses and telephone numbers of the firms to be contacted for service to the various appliances or other equipment that was installed or repaired under this Contract.
- 7.9 The Contractor shall indemnify and hold harmless the CRA, its agents, employees, and the Owner from liability for any injury or damages to persons or property resulting from the Contractor's prosecution of work pursuant to the provisions of this Contract.
- 7.10 The Contractor shall be liable for any inspection or re-inspection fees, other than the normal draw inspections in the Contract.
- 7.11 The Contractor shall obtain the Owner's approval of all finish materials, products and colors to be used in this rehab prior to the signing.

ARTICLE 8 - GENERAL RESPONSIBILITIES OF THE OWNER:

- 8.1 The Owner shall permit the Contractor to use, at no extra cost, existing utilities such as electricity, light, heat, power and water necessary for the proper execution and completion of the work.
- 8.2 The Owner and occupants shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering of furniture and clothing if necessary.
- 8.3 The Owner and occupants shall be responsible for the proper use and care of the property including equipment and appliances.
- 8.4 The Owner shall provide the Contractor with access to the property during normal working hours on normal business days (Monday -- Friday) 8:00 AM -- 5:00 PM.
- 8.5 The Owner shall approve all materials, products and colors to be used in this rehab prior to signing.

ARTICLE 9 - GENERAL RESPONSIBILITIES OF THE CRA:

- 9.1 The CRA shall provide general administration of the Contract.
- 9.2 The CRA shall make inspections of the work while it is in progress to determine if it is proceeding in accordance with the Contract documents, or to approve payment requests.
- 9.3 The CRA shall have the authority to reject work which does not conform to specifications, standards, or the Contract documents.

ARTICLE 10 - CONTRACT DOCUMENTS: Contract documents consist of this Rehabilitation Work Contract and any associated attachments or amendments; the Contractor's proposal and any approved amendments or Change Orders thereto; and the deficiency checklist and/or work write-up, including any drawings or plans.

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ARTICLE 11 - CHANGES IN THE WORK: The Contract Sum and the Contract Time may be changed only by a prior written Change Order authorized by both the Owner and the CRA. Should a situation arise during construction that would necessitate an immediate repair due to a potential impact on the health and/or safety of the occupant(s), or lead to serious structural damage to the dwelling, the CRA will accept a Change Order addressing the associated items signed at a later date by the Owner and Contractor. No extra costs will be paid to the Contractor when the Contractor has neglected to properly evaluate the extent of the rehabilitation work. Any Change Order costs that exceed the maximum allowable grant award shall be the responsibility of the Owner as referenced in the Program Guidelines for the Lealman Community Redevelopment Area Improvement Program.

ARTICLE 12 - GUARANTEES AND WARRANTIES: The Contractor shall guarantee to correct, in a timely manner, 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 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 Article apply to work done by Subcontractors as well as work done by the Contractor. Furthermore, the Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

ARTICLE 13 - DISPUTE MEDIATION: Pursuant to applicable Florida Law, the following legal notice is provided, to wit: Florida law contains important requirements the Owner must follow before they may file a lawsuit for defective construction against a Contractor, Subcontractor, Supplier, or Design Professional for an alleged construction defect in your home. Sixty (60) days before you file your lawsuit, the Owner must deliver to the Contractor, Subcontractor, Supplier or Design Professional a written notice of any construction conditions you allege are defective and provide your Contractor and any Subcontractors, Suppliers, or Design Professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. Owners are not obligated to accept any offer made by the Contractor or any Subcontractors, Suppliers, or Design Professionals. There are strict deadlines and procedures under Florida Law.

ARTICLE 14 - TERMINATION OF CONTRACT BY THE CONTRACTOR: If the Owners failure to perform any applicable provisions of the Contract, the Contractor may, after dispute mediation and upon seven (7) days written notice to the Owner and the CRA, terminate the Contract and recover payment for all work satisfactorily completed from the balance in the Owner's grant award.

ARTICLE 15 - TERMINATION OF CONTRACT BY THE OWNER: If the Contractor defaults or neglects to carry out the work in accordance with the Contract documents or substantially fails to perform any provisions of the Contract, the Owner may, after dispute mediation and upon seven (7) days written notice, terminate this Contract and use the Owner's remaining grant balance, after disbursement of any funds owed in connection with the grant processing or satisfactorily performed construction activity, to complete the work.

ARTICLE 16 - GENERAL CONDITIONS:

- 16.1 The Drawings of floor plans are diagrammatic only, illustrating the general intention of the Owner: they do not show all of the work required, exact dimensions, or construction details.
- 16.2 Workmanship shall be done in accordance with the standards of the several trades known as a "workmanlike manner."
- 16.3 Materials shall be new, in good condition, and of standard grade unless otherwise agreed to, in writing, before their delivery to the job.
- 16.4 Repairs shall be made to all surfaces damaged by the Contractor resulting from the Contractor's work under this Contract at no additional cost to Owner. Where "repair of existing work" is called for by the Contract, the feature is to be placed in "equal to new condition" either by patching or replacement; all damaged or loose, or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.
- 16.5 Building Codes: All work to be done shall be subject to the regulations of State and Local Building Codes as interpreted by the Building Inspection Department whether or not covered by the specifications and drawings for the work.
- 16.6 Clean Up and removal from the site of all debris and waste materials resulting from the Contractor's work shall be the responsibility of the Contractor. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor and shall be removed from the site.
- 16.7 Trade Names are used in the basic specification to establish quality and type of material required; exact material to be used on a specific property will be described in the "Work Write-Up" for the particular property.
- 16.8 Adjacent Property. When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.

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16.9 Payroll Records of employees' hours worked and wages paid on rehabilitation jobs shall be made available to the CRA if requested.

ARTICLE 17-CONSTRUCTION INDUSTRIES RECOVERY FUND: Payment may be available from the Construction Industries Recovery Fund if you lose money on a project performed under Contract. Where the loss results from specified violations of Florida Law by a State-Licensed Contractor. For information about the Recovery Fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following address and phone number: Construction Industry Licensing Board, 1940 North Monroe Street, Tallahassee, Florida 32399-1039, Phone (850) 487-1395.

We, the undersigned Owner and Contractor, acknowledge that We have spent time reviewing this Contract and attached work proposal including the products and colors to be used. We also accept our responsibilities as stated in this Rehabilitation Contract.

Contractor:
Contractor's phone: 727-536-4195

Steve Binge
Contractor's Signature

Steve Binge
Print Name

President / owner
Title

14772 63rd way w.
Contractor address:

Clearwater, FL.

33760

2-20-2020
Date:

Penny Fortunato
(Owner)

Penny Fortunato
Print Name

Richard Fortunato
(Co-Owner)

Richard Fortunato
Print Name

Barry Burton
Community Redevelopment Agency

Barry Burton
Print Name

APPROVED AS TO FORM

By: Donald S. [Signature]
Office of the County Attorney

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ADDENDUM TO CONTRACT
CHANGE ORDERS

A Change Order describes any modification to the scope of work. The modification might be relatively minor or incorporate major changes, but a Change Order must be executed for any difference, addition, or deletion made to the original write-up. It must be a written document signed by all parties prior to the work modification being undertaken.

The scope-of-work of the Change Order should be consistent with the standards of the original Contract and must include the cost of the changes.

Since Change Order requests add to the administrative cost of a rehab project they should be held to a minimum and only those changes necessary for proper job completion should be considered. No required item may be deleted in order to facilitate a change order. Even if no money is involved in a change, a Change Order must be executed. Each change is a modification to the Contract and must be documented and approved. Any Change Order costs that exceed the maximum allowable grant award as referenced in the Program Guidelines for the Lealman Community Redevelopment Area Improvement Program shall be the responsibility of the Owner.

Please be advised that payment will not be released for work not covered in either the original Contract or an executed Change Order.

Contractor: sto By Date: 2-20-2020
CRA Rehab Specialist: _____ Date: _____
Homeowner: Remy Tortanob Date: 2-26-2020