

REHABILITATION WORK CONTRACT

Case No.: «caseno»
Property Owner(s): «owner» «and» «coowner»
Owner(s) phone: (727) «Owners_phone»
Property address: «propadd» «CityStZip»

THIS AGREEMENT is entered into between the Owner(s): «owner» «and» «coowner» and the Contractor: «constco», whose License No. is «constlic», which term includes all subcontractors and assigns (collectively referred to as the “parties.”) (hereinafter the “Contract”). This Contract is contingent upon execution of a residential improvement grant between the Owner and Pinellas County Community Redevelopment Agency, (hereinafter the “Processing Agency”), and is effective as of the date that the Processing Agency executes the acknowledgement and consent to this Agreement ("Effective Date").

ARTICLE 1 - CONTRACT SUM: Pursuant to the Owner’s residential improvement grant with the Processing Agency, the Processing Agency shall pay the Contractor upon completion of the Scope of Work consistent with this Contract as attached hereto as Exhibit A. The Processing Agency will pay the Contractor for the performance of the rehabilitation work, the Contract Sum of \$«Constam» **DOLLARS.**

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 Scope of Work outlined herein (referred to herein as the “rehab”, “rehabilitation,” or “work”). The Contractor agrees that materials supplied are guaranteed to be as specified. All work shall be satisfactorily completed within one hundred and twenty (120) calendar days after the Authorization to Proceed (Notice to Proceed – NTP) is received. All work shall be completed in a workmanlike manner according to industry-standard practices. The premises will be **occupied** during construction. No changes to the Scope of Work will be accepted by the Processing Agency and any such changes that may occur are solely the responsibility of the owner to be paid to the contractor.

ARTICLE 3 - TIME OF COMMENCEMENT: No work shall be commenced by the Contractor and this Contract shall not be binding until Contractor has received a written and signed Authorization to Proceed (Notice to Proceed) from the Processing Agency. The Authorization to Proceed will be issued within fourteen (14) days from the Effective Date of this Contract, or if it is not, the Contractor has the option of withdrawing the Contractor’s bid or proposal. Work shall begin no later than fourteen (14) days after the Receipt of the Authorization to Proceed. All work shall be satisfactorily completed within one hundred and twenty (120) calendar days of receipt of the Authorization to Proceed.

If work is not completed and all final permits are not signed off within one hundred and twenty (120) days from Receipt of the Authorization to Proceed, the Contractor will be responsible for reasonable expenses the Owner may incur such as, but not limited to, temporary relocation, storage, and other associated expenses, unless approval for extension has been agreed upon in writing by the Owner, Contractor and the Processing Agency. Liability for such expenses will not apply if the delay is caused by factor(s) beyond the reasonable control of the Contractor, such as an accident, Act of God, or a lawful strike, as long as Contractor makes commercially reasonable efforts to resume work and complete the project as quickly as possible. If the delay extends, or is expected to extend, more than thirty (30) days beyond the contractual completion date, the Owner may elect to terminate the contract pursuant to Article 15.

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. 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 has been completed and the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers and/or subcontractors have been paid in full. However, if a dispute arises between the Owner and the Contractor, payment or balance of payment if partial progress payments have been made, will be withheld until the dispute has been mediated. Per the terms of the grant program guidelines, if the owner has a matching component, payment by the Processing Agency will only be issued upon verification that the owner has paid the contractor the required matching funds.

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 insurance required by the Pinellas County Construction Licensing Board (PCCLB).

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 Contract, and Contractor shall not be released from this responsibility by any subcontractual 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 which the Owner or the Processing Agency expresses a reasonable objection.

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.
- 7.4 The Contractor shall be responsible for the acts and omissions of all the Contractor's employees, and all Subcontractors, their agents 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 and Processing Agency.
- 7.6 The Contractor shall at all times coordinate the protection of personal property, furniture, clothing, etc, with the Owner, and shall on a daily basis keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's work. All waste material and debris from the rehab will be located in an area outside, out of sight and removed upon completion of the rehab.
- 7.7 The Contractor shall permit the Processing Agency to examine 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, including all subcontractors and assigns, shall indemnify and hold harmless the Pinellas County Community Redevelopment Agency, its agents and employees, and the Owner, from liability for any injury or damages to persons or property resulting from the Contractor's negligence or prosecution of work pursuant to the provisions of this Contract.
- 7.10 The Contractor shall be liable for any inspection or re-inspection fees.
- 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 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 days.
- 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 PROCESSING AGENCY:

- 9.1 The Processing Agency may make inspections of the work while it is in progress to determine if it is proceeding in accordance with the requirements to approve payment requests.
- 9.2 The Processing Agency shall have the authority to reject invoices which do not conform to the terms herein.

- 9.3 The Processing Agency hereby consents to this Contract between the Contractor and Owner, and acknowledges it is consistent with the Acceptance of Grant and Conditions agreement between the Processing Agency and Owner. The Processing Agency hereby affirms that the Owner is not in breach of the agreement between the Processing Agency and Owner.
- 9.4 In the event funds are not appropriated by the Processing Agency in any succeeding fiscal year for purposes described herein, then this Contract shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended, without penalty or expense of the Processing Agency.

ARTICLE 10 - CONTRACT DOCUMENTS: This Contract consists of this Rehabilitation Work Contract and any associated attachments, exhibits, or amendments incorporated herein by reference, including but not limited to the Scope of Work in the Contractor's proposal, attached hereto as Exhibit A. The Contractor's Scope of Work shall be the only part of the Contractor's bid or proposal incorporated herein, and to the extent such bid or proposal conflicts with the terms or conditions herein, the terms herein shall control.

ARTICLE 11 - CHANGES IN THE WORK:

No required item may be deleted in order to facilitate a change order. **No payment will be released for work not covered in the original Contract. No change orders will be approved. Any changes to the originally agreed-upon scope of work will be the responsibility of the owner and the contractor, and the Processing Agency will not release any payments until all of the owners payments to the contractor are met.**

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 fails 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 Processing Agency, terminate the Contract and recover payment for all work satisfactorily completed.

ARTICLE 15 - TERMINATION OF CONTRACT BY THE OWNER: If the Contractor defaults or neglects to carry out the work in accordance with the Contract 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.

ARTICLE 16 - GENERAL CONDITIONS:

16.1 Statements of Work. The following terms under Section 16.1 apply to the extent that they are applicable to the Contractor's estimate or Statement of Work for the project that is the subject of this Agreement:

16.1.a. Any Work Write-Up shall take precedence over the Basic Specification and, when in conflict, the material, equipment or workmanship called for in the "Work Write-Up" will be required.

16.1.b. Any 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.

16.1.c. Any 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 scope of work for the particular property.

16.2 Workmanship shall be done in accordance with the industry standards of all applicable trades, commonly 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 Bids or Proposals: Owner reserves the right to reject any or all bids or proposals.
- 16.6 Building Codes: All work to be done shall be subject to the regulations of state and local building codes as interpreted by the Pinellas County Building Department.
- 16.7 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.
- 16.8 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.
- 16.9 The Use of Lead-Based Paint, on applicable surfaces of any structure undergoing federally assisted construction or rehabilitation under any program under the jurisdiction of the Department of Housing and Urban Development is prohibited. All obligations with respect to the disclosure of lead-based paint must be performed as specified by federal and state law.
- 16.10 Rehabilitation Specifications and Standards are detailed in a separate booklet available to the Owner and the Contractor from the Processing Agency.

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, and 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 Scope of Work including the products and colors to be used. We also accept our responsibilities as stated in this Rehabilitation Work Contract.

ARTICLE 18 - COVENANT AGAINST LIENS: Contractor shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the Processing Agency. The Contractor is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with or on behalf of Contractor in regard to the project associated with this Contract that they cannot lien any estate of the Processing Agency. If such a lien does attach to any estate of the Processing Agency, the Contractor shall satisfy the same.

ARTICLE 19 - CONSTRUCTION OF THE CONTRACT RIGHT TO REGULATE: Nothing herein shall be construed to waive or limit the governmental authority of the Processing Agency, or Pinellas County, as a political subdivision of the State of Florida, to regulate the Contractor or its operations. Thus, nothing herein shall bind or obligate the Pinellas County's regulatory departments, boards, or associated agencies to agree to any specific request of the Contractor or Owner by virtue of the Processing Agency being responsible for payment according to the terms and conditions herein. The Processing Agency and Pinellas County shall be released and held harmless by the Owner and Contractor from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests, permits, or other regulatory actions of the Processing Agency or Pinellas County's departments, boards, and associated entities.

ARTICLE 20 - OBSERVANCE OF AND GOVERNING LAWS: Contractor agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers in connection with this Contract. The laws of Florida shall govern this Contract. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

ARTICLE 21 - SEVERABILITY Every provision of this Contract is severable, and the illegality, invalidity, or unenforceability for any reason of any provision of this Contract shall not affect the legality, validity, or enforceability of the remainder of this Contract, to the extent permitted by law and as may be severed without materially altering the nature of the Contract.

ARTICLE 22 - WAIVER: One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other party.

ARTICLE 23 - RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the parties or Processing Agency hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of Contractor and Owner, and the Processing Agency as the financing entity for work the Contractor satisfactorily completes for the Owner pursuant to the terms herein . Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

ARTICLE 24 - ENTIRE CONTRACT: The Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties. This Agreement may be executed in one or more counterparts. The parties executing this Agreement certify that they have the proper authority to do so and agree to all terms and conditions set forth herein.

Contractor: «constco»
Contractor's phone: (727) «constphone»

Owner:

Contractor's Signature

(Owner) «owner»

Print Name

Print Name

Title

(Co-Owner) «coowner»

Contractor address: «constadd»
«constcity»

Print Name

Date:

Date:

Acknowledgement and Consent of Processing Agency:

By:

Print Name:

Title:

Date:

Exhibit A
SCOPE OF WORK

Print Name & Title