# CONTRACTOR/HOMEOWNER HOUSING REHABILITATION CONTRACT

(Contractor's Name) (Contractor) for work on the home of (Client's Name), (Homeowners) located at (Clients Address) shall be subject to the following conditions:

**1. SERVICES TO BE PROVIDED**

The Contractor hereby agrees to provide the following services:

A. Perform work as detailed on the approved work write up and bid specifications, that are hereby incorporated as a part of this contract.

B. Obtain all required permits and inspections for work to be performed.

C. When necessary, generate change orders and obtain owner and County approval prior to initiating the change in work. Deviations from the contract will not be honored without an approved change order, and the County and owner are under no obligation to pay for work that was not authorized by executed change order prior to commencement of the work.

D. Obtain final acceptance and sign off from the home owner and County for all work performed.

**2. WORK**

Any work to be performed shall be upon the written request of the Leon County Affordable Housing Coordinator or his/her representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

**3. CONTRACT SUM**

The County shall make available to the homeowner for payment directly by the County to the Contractor a sum not to exceed $_____ per the attached bid, which is hereby incorporated as a part of this contract.

**4. TIME FOR PERFORMANCE**

The time for performance shall be as specified in the rehabilitation work write-up for this home. The time shall be in calendar days, and may be extended only through written approval of the Housing Rehabilitation Program. Any extension shall be based upon extenuating circumstances beyond the control of the Contractor, such as acts of God, an unusually high number of rain days that legitimately delayed the work, suspension of work by the Housing Rehabilitation Program for reasons not related to the Contractor's performance, or shall be based upon the issuance of a change order that necessitates additional time for performance. Failure to satisfactorily complete the work during the allowed time of performance shall subject the Contractor to pay the homeowner liquidated damages in the amount of $100 per day for every day of delay in completion beyond the contract time for performance. The Contractor shall also comply with the specified schedule for making the home habitable for the occupant, if the home is not specified to be vacant during the entire time of construction. **If the Owner is required to extend temporary relocation beyond the number of days specified in the rehabilitation work write-up, the Contractor shall be responsible for paying the Owner's additional costs of relocation (as approved by the Housing Rehabilitation Program).**

**5. PAYMENTS**

The County shall make payments within ten (10) business days of submission and approval of invoice for services. The Contractor shall be paid on a performance basis, after homeowner and County approval of completion of work as described in this contract. If this contract sum is more than $6,000, the Contractor may request one partial payment upon completion of at least 50% of the work. No more than 70% of the work shall be included in a partial payment request. Partial payment requests shall be accompanied by complete and accurate lien release and/or costs payable documentation as required by the Housing Rehabilitation Program. Completion payment may be requested after completion and approval of all work authorized by the contract (including approved change orders), submission of warranty documents, and after the owner has lived in the home for three days after completion of the work. A 10% retainage will be withheld from the partial and completion payments, and paid as the final payment 45 days after the completion payment, subject to lien release documentation as required by the Housing Rehabilitation Program and

12

Florida law. If liquidated damages are assessed, they may be subtracted from the payment request submitted after the date on which the liquidated damages are imposed. Additional relocation expenses (as approved by the Housing Rehabilitation Program) incurred by the Owner due to delays by the Contractor will also be withheld from the Contractor's payment(s). A penalty of $50 may also be assessed against the Contractor by the county each time the Contractor calls for a required inspection by the Housing Rehabilitation Program if the work to be inspected is not satisfactorily complete, with payment withheld from the next payment.

**6. STATUS**

The Contractor shall be an independent Contractor, working for the homeowner, and in no event shall the Contractor or any employees or sub-contractors under it be considered employees of Leon County. Leon County acts in the capacity of representative of the homeowner and is not a direct party to this contract.

**7. INSURANCE**

A. The Contractor shall be responsible for the purchase and maintenance of such insurance as will protect him from claims under worker's compensation laws, disability benefit laws, or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage.

**The Contractor shall maintain limits no less than:**

**General Liability:** $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

**Workers' Compensation and Employers Liability:** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws and employer's liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

B. Leon County must be named as an additional insured with respect to all policies in connection with this contract.

**8. HOLD HARMLESS**

The Contractor agrees to indemnify, hold harmless, and defend the County and homeowner from any and all claims, liabilities, damages or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. In suits against the homeowner arising out of this agreement, the homeowner may, at his/her option, defend themselves or allow the Contractor to provide the defense.

**9. TERMINATION OF AGREEMENT FOR CAUSE**

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner, its obligations under this Agreement, or the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the homeowner shall thereupon have the right to immediately terminate this agreement and specify the effective date thereof. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. The County may authorize the Contractor to return unused materials that are on the job site at the time of termination, or may compensate the Contractor for the materials if found to be satisfactory and necessary for completion of the work.

Notwithstanding the above, the Contractor shall not be relieved of its liability for damages sustained by the County or homeowner by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor, for the purpose of set-off until such time as the exact amount of damages due the County or homeowner from the Contractor is determined.

12

**10. TERMINATION FOR CONVENIENCE OF THE COUNTY**
The County, acting as the agent of the homeowner, may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the homeowner agent as provided herein, the Contractor will be paid for the work provided and reasonable termination expenses (such as subcontracts and materials) incurred up to the termination date.

**11. CHANGES**
The County may, from time to time, request changes in the scope of the service of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contract price or time for performance, shall be incorporated in written amendments to this Agreement.

**12. PERSONNEL**
A. The Contractor represents that it employs all qualified personnel necessary for the performance of services under this Agreement.

B. All of the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**13. DISPUTES**
While under construction all disputes arising under this contract, its interpretation whether involving fact or law or both, or extra work, and all claims for alleged breach of contract shall be presented by the Contractor and/or the Owner in writing within ten (10) days of commencement of the Dispute, for decision by the Director of the Housing and Human Services. Such claims shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work. Any claim not presented within the time limit specified in this section shall be deemed to have been waived. Each decision by the County will be in writing and will be mailed to the Contractor and the Owner by registered mail, return receipt request. If the Contractor and/or Owner does not agree with the decision of the County the Contractor shall in no case allow the dispute to delay the work, but shall promptly notify the Owner and the Director that he is proceeding with the work under protest and he may then except the matter in question form the final lien release until the dispute has been resolved according to law. In the event such conflicts or disputes are not resolved, either party has the right to seek recourse through the appropriate court of law and the prevailing party shall be entitled to reasonable legal fees from the non-prevailing party or parties.

**14. REPORTS AND INFORMATION**
The Contractor, at such times and in such form as the County may require, shall furnish the County periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this contract.

**15. RECORDS AND AUDITS**
The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, including federal and non-federal shares. These records shall be maintained in the County and made available for audit to the County, state or federal government or any authorized representative, and will be maintained for three (3) years after the expiration of this contract unless permission to destroy them is granted in writing by the County.

**16. COPYRIGHT**
No report, map or other document produced in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

**17. COMPLIANCE WITH APPLICABLE LAWS**
The Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

12

**18. CIVIL RIGHTS**
Under Title VI of the Civil Rights Act of 1964, no person shall, on the basis of race, color, national origin or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor will also not discriminate based upon religion, age or disability.

**19. NON-DISCRIMINATION**
Pursuant to Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the grounds of race, color, national origin, sex, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

**20. INTEREST OF MEMBERS OF THE COUNTY**
No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

**21. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**
No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

**22. LABOR COMPLIANCE**
The Contractor will comply with the Copeland "Anti-Kickback" Act as supplemented by 29CFR part 3, and with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by 29 CFR part 5. The Contractor certifies that the Contractor is not on the federal list of debarred contractors, and is not suspended, proposed for debarment, or ineligible to receive federally funded contracts, and that no debarred or suspended subcontractor will be utilized for this project.

**23. ADDITIONAL FEDERAL EEO CLAUSES**
The Contractor will comply with the provisions of Executive Order 11246 and Section 3 as contained in Attachment A to this contract.

This contract accepted by:

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|---|---|
| **(Contractor Information)** | **Date** |
| **(Homeowner Information)** | **Date** |
| N/A | N/A |
| **Co-Owner** | **Date** |

**Approved by County, not a party to this contract:**

| | |
|---|---|
| **Leon County Housing Coordinator** | **Date** |

12