

**PALM BEACH COUNTY DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY**

**REPLACEMENT HOUSE CONSTRUCTION CONTRACT**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between, \_\_\_\_\_, hereinafter called the "Contractor" and **Rennie Gayle Mason** hereinafter referred to as the "Homeowner". Whose residence and project address is: **208 NW 12<sup>th</sup> Drive, Belle Glade, FL 33430**.

**Legal Description:** Lot 11, less the West 126 ft thereof and 11 A less West 126 ft., Irene Park, according to the Plan recorded in Plat Book 24, Page 160. As recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.  
**PCN: 04-37-43-31-16-000-0111**

**WHEREAS**, the Contractor proposes to undertake construction of a **Two (2) Bedroom Two (2) Bath Detached Single Family House** in accord with the **Colome' and Associates, Inc., Construction Documents - Project**, to include all labor, materials, equipment, and all other appurtenances thereto, completed in accordance with the Bid Proposal, for the Contract amount of: \$ \_\_\_\_\_

**WHEREAS**, the Homeowner(s) agrees to cooperate with the Contractor to facilitate the performance of the work.

**WHEREAS**, the Homeowner(s) agrees to cooperate with the County to secure additional funding for replacement house construction costs overages in accordance with existing housing standards.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, it is agreed:

**ARTICLE 1. GENERAL CONDITIONS AND SCOPE OF SERVICES**

No work shall be commenced by the Contractor prior to receiving a written Notice to Proceed from Palm Beach County's Department of Housing and Economic Sustainability. Permits shall be applied for within **Thirty (30) calendar days** after the date on the Notice to Proceed. Work shall commence not later than ten (10) calendar after the primary building permit is issued and sooner if possible. All work shall be satisfactorily completed within **TWO HUNDRED (200)** calendar days of the execution of the notice to proceed or sooner if possible. The Contractor recognizes and understands that time is of the essence.

**NOTICE - TIME IS OF THE ESSENCE IN ATTAINING SUBSTANTIAL COMPLETION:**

**Time is of the Essence is attaining substantial completion of work for each house within Two Hundred (200) Calendar days after issuance of Notice to Proceed. Contractor agrees to pay as liquidated damages the sum of \$150 for each consecutive "Calendar" day should they fail to be awarded a Certificate of Substantial Completion by the project's architect in accordance with the Contract Documents.** The amount of liquidated damages fixed at \$150 per calendar day shall commence to accrue on the two hundred first (201<sup>st</sup>) calendar day after the Notice to Proceed was issued. Palm Beach County shall withhold liquidated damages from the final payment should contractor fail to meet construction contract completion deadline.

**NOTICE TO PROCEED** shall be issued within thirty (30) calendar days of execution of the Construction Contract.

**CERTIFICATE OF OCCUPANCY:** Bidder shall within ten (10) calendar days of issuance of the Certificate of Occupancy recover from storage the homeowner's household goods and furnishings and place them in the new house at locations as instructed by the homeowner.

**NOTICE - TIME IS OF THE ESSENCE FOR RECOVERY FROM STORAGE, DELIVERY AND PLACEMENT OF HOUSE FURNISHINGS:**

**Time of is of the Essence Contractor further agrees to pay as liquidated damages the sum of \$150.00 for each consecutive "calendar" day should they fail to recover and place in the new house the homeowner's household furnishings and goods from storage within ten (10) days of issuance of the Certificate of Occupancy.** The amount of liquidated damages fixed at \$150 per calendar day shall commence to accrue on the eleventh (11<sup>th</sup>.) calendar day after the Certificate of Completion has been issued by the Building Department of Jurisdiction.

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**ARTICLE 2. SCOPE OF WORK**

All work shall be in accordance with the Bid Documents, which shall be the Plans and Specifications as prepared by Colome and Associates, the GeoTech Engineering Report as prepared by Tierra South Florida and in addition shall include the following:

Impact fees, permit fees and water and sewer connection fees.

Survey including location of new house, set backs and grading plan.

Demolition of existing structure and buried septic system and/or containers, if applicable.

Backfill and grading – ready for house pad.

All fill and compaction necessary for the house pad and to be in compliance with the flood plain and local governing codes.

Landscaping and grading in accordance with the local governing codes.

**NOTE - Supplied by Contractor:** Mechanical, Electrical and Plumbing (MEP) drawings necessary for permitting.

All materials and labor shall be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications contained in the Bid Proposal will be executed only upon written consent of the Property Homeowner(s) and Contractor and written approval of Palm Beach County's (hereinafter "County") Department of Housing and Economic Sustainability. **No additional cost will be paid above the contract amount when the Contractor has neglected to properly evaluate the extent of the construction work.** The Contractor, in all cases, shall leave the work in a finished condition as determined by acceptable building standards. The parties agree that Palm Beach County's Department of Housing and Economic Sustainability shall be the final arbitrator in disputes concerning standard of quality of materials and workmanship.

The undersigned General Contractor also understands that the construction work shall be performed in accord with the Florida Building Code, and in accord with Federal Requirements (see attached requirements and forms to be submitted with the Bid Proposal), but not limited to, all other applicable local codes and ordinances and state statutes and regulations, as may be amended from time to time, relating to the construction, repair, alteration, use or occupancy of buildings, equipment or facilities, including but not limited to the building, plumbing, heating, electrical and housing codes.

**ARTICLE 3. HOMEOWNER(S) RESPONSIBILITY**

It shall be the Homeowner's responsibility to: 1) Permit the Contractor access to the premises for the purpose of executing the house construction work, such access to be permitted, at a minimum, between the hours of 8:00 a.m. and 5:00 p.m. on working days; 2) Permit representatives of the Dept. of Economic Sustainability to enter the premises at reasonable hours and days; 3) Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water, as necessary to carry out the completion of the work; 4) Move personal possessions from areas where work will be performed and to keep work areas accessible to the Contractor; and, 5) Approve and sign progress draws as well as the Certificate of Final Inspection. In the event of a disagreement between the Contractor and Homeowner(s) with regards to compliance with this Contract and/or the Bid Proposal, or in the event of failure of the Homeowner(s) to sign off on progress draws as well as the Certificate of Final Inspection, then, the parties agree that the Department of Housing and Economic Sustainability has the right, after inspecting the completed work, to make a final decision as to whether payment should be made to the Contractor. **Homeowner's failure to perform any of these enumerated responsibilities or Homeowner's other actions or inactions that impede timely progress towards completion of the construction may result in the termination of assistance and cancellation and withdrawal of funding, such decision to be made at the sole and absolute discretion of the Department of Housing and Economic Sustainability in its authority as administrator of the Replacement House program funding.**

**ARTICLE 4. INSPECTION**

The Contractor shall permit the staff of the Department of Housing and Economic Sustainability to enter and inspect all work without notice.

**ARTICLE 5. PERFORMANCE AND PAYMENT BOND**

The contractor shall provide a Performance Bond and a Payment Bond or a Public Construction Bond, as applicable, in an amount at least equal to the contract amount as security for the faithful performance and payment of all contractors under the contract documents.

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## **ARTICLE 6. CONTRACTOR'S INSURANCE**

The Contractor shall maintain, on a primary basis, and at the Contractor's sole expense, the insurance coverages, limits, and endorsements, described below during the life of this Contract. In the event of any lapse in coverage, all work by the Contractor must immediately cease. Any interruption of work due to a lapse in insurance coverage shall not cause an extension of the contract completion date.

The Contractor acknowledges and understands that the requirements contained herein, as well the County's review or receipt of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

The Contractor shall provide the County and the Homeowner(s) with a certificate of insurance that complies with the following:

1. **NAME OF INSURED:** The Contractor's name appearing on the certificate as the insured shall match the name on the Contractor's license to perform construction work.
2. **INSURANCE COVERAGES:** The certificate of insurance shall contain coverages, limits, and endorsements that are in full force and effect as follows:
  - A. **Commercial General Liability:**  
Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not include any endorsements excluding contractual liability, products/completed operations liability, or cross liability.
  - B. **Business Automobile Liability:**  
Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for owned, non-owned, and hired auto liability. If the Contractor does not own any automobiles, the Contractor must maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for non-owned, and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.
  - C. **Worker's Compensation and Employer's Liability Insurance:**  
Worker's Compensation and Employers Liability insurance at the Florida statutory limits through direct insurance, or Worker's Compensation and Employers Liability insurance at the Florida statutory limits through an employee leasing company pursuant to an employee leasing agreement with the Contractor.
3. **ADDITIONAL INSURED:** The certificate of insurance shall be endorsed to show Palm Beach County Board of County Commissioners and the Homeowner(s) as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:
  - CG 2010 Additional Insured – Homeowner(s), Contractors & Lessors endorsement
  - CG 2026 Additional Insured - Designated Person or Organization endorsement
  - or a similar endorsement
4. **DELIVERY AND NOTICES OF CANCELLATION:** The certificate of insurance shall include a minimum thirty (30) day endeavor to notify the County of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

Department of Housing and Economic Sustainability  
**Attn: SHIP House Replacement Loan Program**  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406
5. **WAIVER OF SUBROGATION:** By entering into this Contract, the Contractor agrees to a Waiver of Subrogation in favor of the County and the Homeowner(s) for each policy required above. When required by the Contractor's insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the Contractor's insurer and request that the Contractor's policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids the Contractor's coverage should the Contractor enter into such an agreement on a pre-loss basis.

6. **RIGHT TO REVIEW:** The County and the Homeowner(s) reserve the right to review, modify, or amend any required coverages, limits, and endorsements during the life of this Contract. The County and the Homeowner(s) reserve the right, but not the obligation, to review and reject any insurer providing coverage on the Contractor's behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

**ARTICLE 7. LIENS, CLAIMS, AND WARNING**

Final Payment shall not become due until the Contractor has delivered to the Homeowner(s), in care of Palm Beach County's Department of Housing and Economic Sustainability, a complete release of all liens arising out of this Contract covering all labor, materials and equipment for which a lien could be filed to indemnify the Homeowner(s) against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Homeowner(s) all money that the Homeowner(s) may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**

**ARTICLE 8. GUARANTEE**

The completed work including all labor and materials will be guaranteed by the Contractor for a period of one (1) year from the date of final acceptance of the completed project as required by the Contract. Furthermore, the Contractor will furnish the Homeowner(s), in care of Palm Beach County's Department of Housing and Economic Sustainability, all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract. All roofing work will carry a five (5) year warranty.

**ARTICLE 10. CLEAN UP**

The Contractor will keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor and be removed from the premises, unless otherwise stated in the specifications.

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## **ARTICLE 11. TERMINATION OF CONTRACT**

In the event that any of the provisions of this Contract are violated by the Contractor or by any of its subcontractors, or by the Homeowner(s), with the approval of Palm Beach County's Department of Economic Sustainability (DES), the Contractor or Homeowner may serve written notice to either the Homeowner or the Contractor of his/her intention to terminate the Contract and said notice will contain the reasons for such intention to terminate the Contract. If a disagreement of any nature arises between the Contractor and Homeowner(s), DES will require that the Contractor and Homeowner(s) meet to discuss their disagreement, and will attempt to facilitate agreement from both the Contractor and Homeowner(s) allowing the project to move forward to completion. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to binding arbitration. The costs and expenses associated with mediation and binding arbitration will be borne equally by the parties participating therein.

1. **Mutual Termination Agreement:** In the event of disagreement between the Homeowner(s) and Contractor resulting in an impasse in completing the project, the Homeowner(s) and Contractor may enter into a Mutual Termination Agreement.
2. **Notice of Violation by Homeowner:** The Contractor shall serve written notice to the Homeowner(s) and DES using a standard form provided by DES that identifies the violation of the contract or complaint claimed by the Contractor.
  - a. DES will make a determination within 5 business days as to validity of the violation claimed by the Contractor.
  - b. If DES determines that the Homeowner is not in violation of the contract or that the Contractor's complaint is without merit, then the Contractor shall continue to complete the project under the terms of the contract.
  - c. If DES determines that the Homeowner(s) is in violation of the contract or the Contractor's complaint is valid, DES shall provide written notice to the Homeowner to correct the violation or **adequately resolve the Contractor's complaint** within the next 5 business days.
  - d. If the violation or complaint has not been corrected or **adequately resolved** by the end of that time, the Contractor may serve written notice to the Homeowner(s) and DES that they are terminating the contract effective as of the date of that termination notice, unless another date is mutually agreed upon by the Contractor and Homeowner(s).
  - e. In addition, the County retains all rights by law and under equity to pursue any and all legal remedies available to it in enforcing the terms of any mortgage and or promissory note given to the Homeowner's related to this contract, including but not limited to termination of the project, termination of funding, acceleration of the mortgage and/or promissory note, repayment of any additional costs incurred by the County, including legal fees related to the termination of this contract.
3. **Notice of Violation by Contractor:** The Homeowner(s) shall serve written notice to the Contractor and DES using a standard form provided by DES that identifies the violation of the contract or any other complaint claimed by the Homeowner(s). The right of the Contractor to proceed shall not be terminated for any excusable delays due to the following:
  - a. Acts of the Government restricting labor, equipment or materials by reason of national emergency.
  - b. Acts on the part of the Homeowner(s) or the Department of Economic Sustainability.
  - c. Causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, the following: Acts of God, Acts of the public enemy, Acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. (This does not include stop work orders for code violations.)
  - d. DES will make a determination within 5 business days as to validity of the violation or complaint claimed by the Homeowner(s).
  - e. If DES determines that the Contractor is not in violation of the contract or that the homeowner's complaint is without merit, then the Homeowner(s) shall allow the Contractor complete the project under the terms of the contract.
  - f. If DES determines that the Contractor is in violation of the contract or the homeowner's complaint is valid, DES shall provide written notice to the Contractor to correct the violation or **adequately resolve the complaint** within the next 5 business days.

- g. If the violation or complaint has not been corrected or adequately resolved by the end of that time, the Homeowner(s) may serve written notice to the Contractor and DES that they are terminating the contract effective as of the date of receipt by the Contractor of that termination notice, unless another date is mutually agreed upon by the Contractor and Homeowner(s)
4. In the event of any such termination:
    - a. DHES will determine the value of work completed by the Contractor up to the time of termination of contract,
    - b. DHES will prepare a final pay application for the contractor for the work that has been completed for review by both the Contractor and the Homeowner(s), and
    - c. DHES may hold the final pay application until the project is completed or is terminated by DHES, and may reduce the amount of that pay application to apply funds any costs of correcting any work performed by the Contractor requiring removal, repair or replacement to meet code requirements. DHES shall hold sole, final and absolute determination in releasing funds from the final payment to the Contractor.
    - d. DHES will prepare a scope of work to have the remaining work to be reviewed and approved by the Homeowner(s) and bid out to other qualified Contractors so that the project may be completed by lowest responsive, responsible bidding contractor.
    - e. In this event, the original Contractor shall be released from all liability to complete the project by the Homeowner(s). The original Contractor shall be held responsible for a one-year warranty for all work completed for which the Contractor has been paid, except in the case of roof replacement wherein the contractor shall be responsible for a 5-year warranty for the roof replaced.
  5. In the event of Contract termination, the provisions of this Contract pertaining to Conflict of Interest, Governmental Audit, and Record Retention shall remain in full force and effect until such time as the provision regarding record retention has elapsed.
  6. **Palm Beach County Department of Housing and Economic Sustainability Contractor and Homeowner acknowledge and agree that Palm Beach County, a political subdivision of the State of Florida, ("County"), as the funding source for work being performed pursuant to this Contract, has certain rights and responsibilities in connection with the use of funds. Contractor and Homeowner therefore agree as follows:**
    - a. Contractor acknowledges and agrees that the County has the right to withhold payments to the Contractor and pursue all means at its disposal to recover funds from the Contractor in the event of violation of this Contract by Contractor. County may pursue recovery of funds expended as well as the funds required to complete the project and administer the Contract.
    - b. Homeowner(s) acknowledges and agrees that the County has the right to cancel and withdraw funding to the Homeowner(s), and may accelerate its mortgage with the Homeowner(s) to recover funds expended and costs associated with the processing of the Homeowner(s)' application, payments made to the Contractor, Contract administration, and all work performed on the Homeowner's property in the event County determines that Homeowner has violated the terms of this Contract.

**ARTICLE 12. COMPENSATION, PAYMENT, AND DEDUCTIONS**

Payments shall be made on a job completion basis after approved final inspection of the work and loan closing except as follows:

1. The initial payment request by the Contractor and all other partial payment requests maybe at any percentage of work completed in accordance with the plans and specifications. All payment requests must be authorized at the discretion of Palm Beach County.
2. All material and labor used in basing percentage of work completed, must be in place and no payment shall be made for stored material. In the event of default by the Contractor, Palm Beach County's Department of Housing and Economic Sustainability reserves the right to hold back the incurred sum from compensation otherwise due the Contractor in order to defray the necessary increased costs under the Program as a result of inexcusable delays caused by the Contractor. This Article (11 (2)) automatically authorizes the Department of Housing and Economic Sustainability to transfer the incurred sum to the appropriate County account. Excusable delays are outlined herein.

### **ARTICLE 13. ADDITIONAL RECITALS**

**Project Delays:** It shall be the responsibility of the Contractor to notify Palm Beach County's Department of Housing and Economic Sustainability in writing, of any such delay within five (5) working days. Upon receipt of such notification, the Department of Housing and Economic Sustainability will evaluate the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is found properly excusable, Palm Beach County's Department of Housing and Economic Sustainability shall extend the time for project completion for a period of time commensurate with the period of the excusable delay. Such time for extension shall be made by change order approved by the homeowner, contractor, and DHES. Homeowner shall not unduly withhold approval of such change order, and shall sign such change order within two weeks of the date of request by DHES in accordance with the Acknowledgement of Understanding and Acceptance of Conditions Hold Harmless and Indemnification Affidavit executed by the Homeowner(s).

**Section 3 Clause:** This Contract and any subcontract entered into by the Contractor in the performance under this work is subject to and incorporates the following provisions:

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.  
  
The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

### **ARTICLE 14. EQUAL OPPORTUNITY CLAUSE**

This Contract and any subcontract entered into by the Contractor in the performance of this work is subject to and incorporates the following provisions: In carrying out the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated equally during employment without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contract shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability.

**ARTICLE 15. COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 (R) et. seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738,1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time, Contractor agrees that:

1. No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1368) relating to inspection monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. He will promptly notify the Homeowner(s) of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
5. He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of such provisions.

**ARTICLE 16. CONTRACT ASSIGNMENT**

The Contractor shall not assign the Contract without written consent of the Homeowner(s) as recommended and processed by the Department of Housing and Economic Sustainability. The request for assignment will be addressed to the Department of Housing and Economic Sustainability.

**ARTICLE 17. GOVERNMENTAL AUDIT**

The Contractor shall at any time during normal business hours and as often as the County and/or Comptroller General of the State of Florida and/or the Florida Department of Professional Regulation and/or any of their duly authorized representative may deem necessary, make available for examination all the Contractor's records and data with respect to all matters covered by the Contract, and shall permit the County and/or its designated authorized representative to audit and inspect all books, documents, papers, and records directly related to this Contract.

**ARTICLE 18. CONFLICT OF INTEREST**

No member, officer, or employee of Palm Beach County, or its designees or agents, no member of the governing body of the locality in which the Program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program assisted under the Contract.

**ARTICLE 19. RECORD RETENTION**

Records pertaining to work completed under this Contract shall be retained by the Contractor for three (3) years from ending date of the County's Fiscal Year (October 1 through September 30) in which all matters related to this Contract including the expiration of guaranteed work have been disposed of, whichever is later. However, in the event that this Contract is subject to audit findings, all records shall be retained for three (3) years in the manner prescribed above or until such audit findings have been resolved, whichever is later.

**ARTICLE 20. PARTIAL INVALIDITY**

Should any section or any part of any section of this Contract be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Contract.



**ARTICLE 21. MODIFICATION**

This Contract may not be modified unless such modification is a written agreement or change order that is executed by both parties to this Contract and is recommended and processed through the Department of Housing and Economic Sustainability.

**ARTICLE 22. NOTIFICATION**

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served if: 1) hand delivered by one party to the other; or, 2) as of the delivery date appearing upon the return receipt, if sent by one party to the other party's address listed below by United States mail, postage prepaid, certified, or with a return receipt requested. Either party may change the below listed address at which he receives written notices by so notifying the other party hereto in writing.

<b>Address of the Homeowner(s):</b>	<b>Address of Contractor:</b>
208 NW 12 <sup>th</sup> Drive Belle Glade, FL 33430	

Copies of notices, requests, demands, or other communications between the parties shall be copied to the following:

<b>Address of the County:</b>
Department of Housing and Economic Sustainability <b>Attn: HOME House Replacement Program</b> 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406

**ARTICLE 24. INTEGRATION**

The drafting, execution, and delivery of this Contract by the parties has been induced by no representation, statements, warranties, or agreements other than those expressed herein. This Contract embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly, referred to herein.

**ARTICLE 25. CONTRACT**

The contract documents shall consist of the following:

1. This Contract.
2. Bid Proposal, including Notice to General Contractors, Instructions to Bidders, General Contractor's Proposal.
3. Colome' and Associates, Inc., Construction Documents – Drawings and Specifications.
4. Mechanical, Electrical and Plumbing (MEP) drawings necessary for permitting (provided by Contractor).
5. GeoTech Engineering Report as prepared by Tierra South Florida

**THIS Contract**, together with the documents enumerated in ARTICLE 25, which documents are as fully a part of the Contract as if attached, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the provision of the component part first enumerated in ARTICLE 25 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract TO BE EXECUTED IN FOUR (4) ORIGINALS.

<b>Contractor (Firm Name):</b>	
<b>Contractor Signature:</b> _____	<b>Date:</b> _____
<b>Homeowner Signature:</b> _____	<b>Date:</b> _____

## CONTRACT ADDENDUM

Contractor: Homeowner(s): Rennie Gayle  
Mason  
Contact:  
License: Address: 208 NW 12<sup>th</sup> Drive  
Address: Belle Glade, FL 33430  
Phone: 561-  
Phone:  
Phone: E-Mail: N/A  
E-Mail:

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Contractor and Owner entered into a construction contract (the "Contract"), by and through a program offered by Palm Beach County, Florida, under which Contractor shall furnish a certain scope of labor, services and materials in exchange for payment. This addendum to the Contract shall provide Owner certain statutory notices required under Florida law.

Florida Lien Law Notice under Section 713.015, Fla. Stat.

**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 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.**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Rennie Gayle Mason

Statutory Notices:

Construction Defect Notice Under Chapter 558, Florida Statute

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

Notice of Florida Homeowner's Recovery Fund Section 489.1425, Florida Statute

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

**PAYMENT, UP TO A LIMITED AMOUNT, 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:**

Construction Industry Recovery Fund  
1940 North Monroe Street, Suite 42  
Tallahassee, Florida 32399  
Telephone: (850) 921-6593. OWNER

\_\_\_\_\_  
Rennie Gayle Mason Date

Contractor: \_\_\_\_\_, Inc.

\_\_\_\_\_  
President/Authorized Agent Date