

INSTR # 200515212
 HOUSING REHABILITATION PROGRAM MK 01313 PG 0388
 NOTICE OF COMMENCEMENT RECORDED 04/28/2005 02:38:28 PM
 JOHN A. CRAWFORD
 CLERK OF CIRCUIT COURT
 NASSAU COUNTY, FLORIDA
 RECORDING FEES 10.00

To Whom It May Concern:

The undersigned hereby informs you that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is stated in this Notice of Commencement.

Description of property:

A part of the East 1/2 of the Northeast 1/4 of Section 33 Township 2 North, Range 23 East, Nassau County, FL, being more particularly described as follows: Commence at the Northeast corner of said Section 33; thence due West along the North line of said Section, 1334.57 ft. to the Northwest corner of the East 1/2 of the Northeast 1/4 of Section 33; thence South 00 degrees 23' 40" East Along the West line of said East 1/2, 200" to the POINT OF BEGINNING; thence continue South 00 degrees 23' 40" ast along said West line 263 ft.; thence South 88 degrees 07' 40" East, 717.70 ft. to a point in the Westerly right of way line of a 60 ft. road; thence North 14 degrees 52' 10" East, 155.52 ft. to an angle point in said right of way line; thence North 01 degree 37' 40" East, 136.19 ft.; thence due West 762.91 ft to the POINT OF BEGINNING.

Address of property: 2892 Barbara Ln., Hilliard, FL 32046

General description of improvements:

See attached Housing rehabilitation Program Work Write- Up /Bid Form (Form WW)

Owner: Sandra Pendergrass
 Address: 2892 Barbara Ln., Hilliard FL 32046

Owner's interest in site of the improvement: fee simple

Senior Lien Holder: N/A
 Address:

Contractor: A & R Construction
 Address: 6899 Bobby Sapp Rd., Macclenny, FL 32063

Lender: Nassau County Board of County Commissioners
 Address: P.O. 1010, Fernandina Beach, FL 32035-1010

Name of person within the State of Florida designated by Owner upon whom notices or other documents may be served:

Name: Betty Jordan, Jordan & Associates
 Address: 4611 - #3 Hwy 17., Orange Park, FL 32003

In addition to himself, Owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(g), Florida Statutes. (Fill in at Owner's option.)

Name: Address:

THIS SPACE FOR
RECORDER'S USE ONLY

Sandra Pendergrass
Sandra Pendergrass
 Owner
Sandra Pendergrass
 Print Name

Sworn to and subscribed before me this
 21st day of April, 2005
Sandra S. Burch
 Notary Public, State of Florida
Sandra S. Burch
 Print Name



SANDRA S. BURCH
 Notary Public, State of Florida
 My comm. expires June 18, 2006
 Comm. No. DD 127075

Personally Known
 Produced Identification
 Type of I.D. FL DL

Jordan & Associates

Form HH

His: P536-473-29-172-0
 Her: P536-790-56-873-0

**HOUSING REHABILITATION PROGRAM
DEFERRED PAYMENT LOAN AGREEMENT**

THIS AGREEMENT, MADE THIS 21st day of April, 2005

by and between Sandra Pendergrass

of 2892 Barbara Ln., Hilliard, FL, 32046

hereafter referred to as "Owner", and Nassau County through its Board of County Commissioners, hereinafter referred to as "County", relates to the real property lying in Nassau County, Florida, described as follows:

A part of the East 1/2 of the Northeast 1/4 of Section 33 Township 2 North, Range 23 East, Nassau County, FL, being more particularly described as follows: Commence at the Northeast corner of said Section 33; thence due West along the North line of said Section, 1334.57 ft. to the Northwest corner of the East 1/2 of the Northeast 1/4 of Section 33; thence South 00 degrees 23' 40" East Along the West line of said East 1/2, 200" to the POINT OF BEGINNING; thence continue South 00 degrees 23' 40" ast along said West line 263 ft.; thence South 88 degrees 07' 40" East, 717.70 ft. to a point in the Westerly right of way line of a 60 ft. road; thence North 14 degrees 52' 10" East, 155.52 ft. to an angle point in said right of way line; thence North 01 degree 37' 40" East, 136.19 ft.; thence due West 762.91 ft to the POINT OF BEGINNING.

WITNESSETH:

WHEREAS, the Owner(s) proposes to finance the cost of rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to the Owner(s) by the County. The Loan is funded from a Community Development Block Grant (CDBG) Program through the State of Florida; and

WHEREAS, as long as at least one of the Owner who was awarded the Deferred Payment Loan by the County remains the Owner in the five year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and those conditions or requirements relating to use of funds in the Community Development Block Grant (CDBG) Program documents within this Agreement and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan is (\$70,800) seventy thousand and eight hundred dollars and shall be based upon the final approved rehabilitation Contract price (unless other funds supplied by the Owner(s), if any).
2. The term of the Deferred Payment Loan for rehabilitating the above described property shall be five years from the date hereof, at a zero percent (0%) annual rate of interest.
3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner(s) ownership and occupancy of the property for the five-year term of the Loan. (20 percent of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.
4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement shall constitute a lien on said property. Said lien shall be satisfied after the Owner(s) has completed the full five-year term of this Agreement, or paid to the County the balance of the Deferred Payment Loan that may become due to the Program as a result of the Owner(s) default of the terms of this Agreement and other requirements of the Owner(s) as defined in the Housing Assistance Plan (HAP) adopted by the County, as amended prior to execution of this agreement. This referenced plan shall be considered a part of this agreement for consideration of the Owner(s) compliance with this agreement.
5. Sale or transfer of ownership or right of occupancy of the subject property by conveyance, lease or otherwise, during the five-year term of this Agreement shall constitute a default.
6. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six (6%) percent per annum, on the unpaid balance. Nevertheless, the Owner(s) of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement.

If said lien shall be in default for a period of thirty (30) days, the County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner(s) shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE FIVE-YEAR TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.

9. The Owner(s) agrees to maintain, if in a 100-year flood plain, flood insurance on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained for the duration of the DPL and shall list the County as a mortgagee in the loss - payable provision thereof as its interest may appear.

10. If at any time it is determined by the County that the Owner(s) qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to the County by the Owner(s).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Sandra Pendergrass
Owner

Sandra Pendergrass
4-21-05
Print Name

Witness #1

Print Name

Witness #2

Print Name

John M Pendergrass
Co - Owner

JOHN M PENDERGRASS
4-21-05
Print Name

Witness #1

Print Name

Witness #2

Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

Before me, the undersigned authority, this 21 day of April, 2005, personally appeared Sandra & John Pendergrass of Nassau, FL who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.



SANDRA S. BURCH
Notary Public, State of Florida
My comm. expires June 18, 2006
Comm. No. DD 127075

SEAL

Sandra S. Burch
Notary Public, State of Florida

Sandra S. Burch
Print Name

Personally Known _____
A/S - P536-473-29-172-0
Produced Identification Hrs B334-790-56-833-0
Type of I.D. FL DL

STATE OF FLORIDA
COUNTY OF Nassau

LOCAL GOVERNMENT AUTHORIZATION OF DEFERRED PAYMENT LOAN AGREEMENT:

Before me, the undersigned authority, this 21 day of April, 2005, personally appeared Sandra Pendergrass, John Pendergrass of Hilliard, FL who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

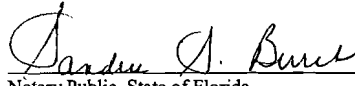
Attest: 

Local Government Official or Designated Representative



SANDRA S. BURCH
Notary Public, State of Florida
My comm. expires June 18, 2006
Comm. No. DD 127075

SEAL


Notary Public, State of Florida

Sandra S. Burch
Print Name

Personally Known _____

H's P536-473-24-172-0

Produced Identification Hers P536-796-54-823-0

Type of I.D. FL D.L.

**HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK**

THIS CONTRACT, entered into this 21 day of April, 2005, by and between Sandra Pendergrass hereinafter called the "Owner", and A&R Construction, hereinafter called the "Contractor", with financing provided by the Nassau County Board of County Commissioners, hereinafter called the "Agency".

WITNESSETH:

WHEREAS, the Owner proposes to finance in whole or in part the cost of the Rehabilitation work provided for in this Contract from the proceeds or rehabilitation monies made or to be made available to the Owner from the Agency, using federal Community Development Block Grant funds through the Florida Department of Community Affairs; and

WHEREAS, the Owner has accepted the Contractor's bid for the performance of such Rehabilitation Work and said Rehabilitation Work has been approved by the agency, and the Owner desires to engage the Contractor to perform such Rehabilitation Work in accordance with the provisions of this Contract and applicable requirements of the Agency.

NOW, THEREFORE, for the considerations stated hereinafter, the Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 2892 Barbara Ln., Hilliard, County of Nassau, State of Florida, and is more particularly described as follows:

A part of the East 1/2 of the Northeast 1/4 of Section 33 Township 2 North, Range 23 East, Nassau County, FL, being more particularly described as follows: Commence at the Northeast corner of said Section 33; thence due West along the North line of said Section, 1334.57 ft. to the Northwest corner of the East 1/2 of the Northeast 1/4 of Section 33; thence South 00 degrees 23' 40" East Along the West line of said East 1/2, 200" to the POINT OF BEGINNING; thence continue South 00 degrees 23' 40" East along said West line 263 ft.; thence South 88 degrees 07' 40" East, 717.70 ft. to a point in the Westerly right of way line of a 60 ft. road; thence North 14 degrees 52' 10" East, 155.52 ft. to an angle point in said right of way line; thence North 01 degree 37' 40" East, 136.19 ft.; thence due West 762.91 ft to the POINT OF BEGINNING.

Section 2. Contract Documents

The Contract Documents which comprise this Contract for Rehabilitation Work consist of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the Work Write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 3rd day of March, 2005, and accepted by the Owner as of the 21st day of April, 2005; and (b) the Standard Rehabilitation Specifications, including the Plan Drawings (if any), for the Rehabilitation Work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the Rehabilitation Work provided for in this Contract in strict conformance with the Contract Documents that

comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general Specifications and Work Write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be occupied / x vacant for 90 days during the course of the Rehabilitation Work.

Section 4. Contract Price

Upon satisfactory completion of the Rehabilitation Work provided for in this Contract, the Contractor shall be paid the amount of \$ 70,800 hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the Rehabilitation Work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The Contractor shall commence the Rehabilitation Work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Notice to Proceed referred to in Section 8 of this Contract, unless the Agency designee approves a delay in writing. The Contractor shall satisfactorily complete such work within 90 days after issuance of the said Notice to Proceed. Said completion period may be extended upon written approval by the Agency designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the Rehabilitation Work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of the work.

Section 6. Scope of Work

The Contractor shall furnish all necessary materials, equipment, tools, labor and supervision necessary to perform in a competent and workmanlike manner, all of the Rehabilitation Work provided for in this Contract relating to the described property.

No work will be provided beyond that which is included in the Work Write-up and Bid Proposal and in the Standard Rehabilitation Specifications, unless the Owner, Contractor and Agency approve a Change Order.

Before installing any work the Contractor shall carefully study and compare the Contract Documents and the property. He shall report at once in writing to the Agency designee any error, omission, or inconsistency in the documents. Appropriate Change Order shall adjust any necessary changes. However, if the Contractor fails to report any error, omission or inconsistency and installs work according to the error, omission or inconsistency, he shall bear all liabilities and costs attributable to such work.

Section 7. Liquidated Damage

Failure to satisfactorily complete the Rehabilitation Work within the allowed Time of Performance shall subject the Contractor to a Liquidated Damage Fee of fifty dollars (\$50.00) per day. The Fee amount shall be deducted from the (Final) Payment to the Contractor. This fee amount is mutually agreed to, due to the difficulty in determining the exact damage to the Owner. This Fee is not to be construed as a penalty.

Section 8.

Issuance of Notice to Proceed

Any other provision of this Contract to the contrary, notwithstanding, the Contractor shall not commence the Rehabilitation Work provided for in this Contract until the Owner and Agency have issued a written Notice to Proceed to the Contractor. If the Contractor does not receive the written Notice to Proceed from the Owner and Agency within ten (10) days from the date of this Agreement, the Contractor, at his option, may withdraw from such Rehabilitation Work, in which event this Contract shall be considered terminated as to all parties. As an alternative to withdrawing from said work, the Contractor may notify the Owner in writing that the Contractor stands ready to perform the Rehabilitation Work provided for in the Contract, upon receipt of the written Notice to Proceed from the Owner and Agency within seven (7) days of such notification by the Contractor. If the Contractor does not thereafter receive the Owner's and Agency's written Notice to Proceed within the time period specified in the Contractor's written notice, then this Contract shall be considered terminated without further notification or other action on the part of either the Contractor or Owner.

Section 9.

Permits and Codes

The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the Rehabilitation Work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes, ordinances and regulations of the local government.

Section 10.

Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the Rehabilitation Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than \$100,000 / \$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Before commencing the Rehabilitation Work provided for in this Contract, the Contractor shall furnish the Agency with certificates showing that the required insurance is in force. The Contractor's insurance policies shall also be submitted to the Agency for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the Agency. The Owner is encouraged but not required to maintain in force during the same period a property and/or builder's risk insurance policy adequate to cover the existing property and the Rehabilitation Work against damage or loss for which the Contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

Section 11.

Subcontracts

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, said work shall be deemed as performed by the Contractor as the Owner and the Agency will not acknowledge participation in this Contract by anyone other than said Contractor.

All work performed for the Contractor by subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor (and where appropriate between subcontractor and sub-subcontractor) that shall contain provisions which:

- a) Preserve and protect the rights of the Owner and the Agency under the Contract with respect to the work to be performed under the subcontractor so that the subcontracting thereof will not prejudice their rights;
- b) Require that such work to be performed in accordance with the requirements of the Contract Documents,

- c) Require submission to the Contractor of applications for payments under subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment.
- d) Require that all claims for additional costs, extensions of time, damages or delays or otherwise with respect to subcontracted portions of the work shall be submitted to the Contractor (by any subcontractor or sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
- e) Require the subcontractor to comply with the federal equal opportunity/affirmative action provisions outlined in Section 38 herein; and
- f) Obligate each subcontractor specifically to consent to said provisions.

Section 12. Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Agency may determine to be reasonable and necessary. 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 hazard.

Section 13. Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Rehabilitation Work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor. The Contractor does hereby agree that he will perform the work diligently and with good workmanship, using the materials specified or materials of at least equal quality.

Section 14. Supervision of Work

The Contractor shall be responsible to the Owner for the acts and omissions of all his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Contract with the Contractor.

The Contractor shall at all times enforce strict and good order among his employees and shall not employ on the work any unfit persons or anyone not skilled in the task assigned to him.

The Contractor shall act as or employ a competent superintendent who shall regularly visit the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed upon request in each case.

Section 15. Utilities

If the premises are occupied, the Owner shall permit the Contractor to use existing utilities necessary to the Contractor's performance and completion of the work, at no cost to the Contractor.

If the premises are vacant, the Contractor will be responsible for providing any utilities that are required for his performance of the work.

Section 16.

Owner's Cooperation with Contractor

The Owner will cooperate with the Contractor to facilitate orderly and prompt performance of contractual requirements. This shall include the Owner's making necessary selections of paint colors, floor coverings, etc., in a timely manner; authorizing the payment request(s) as soon as the request(s) is/are justified; refraining from requesting additional work or changes in the work or materials as specified herein, except through an approved Change Order; removing, as necessary, any rugs, furniture, pictures, etc., from the room(s) being rehabilitated; and other actions as may reasonably be expected from the Owner in order to achieve the fulfillment of the Contract.

Section 17.

Contract Changes

The Contractor shall make no modifications of this Contract after its execution and the Owner except by written instrument signed by the Contractor, accepted by the Owner and approved by the Agency.

Section 18.

Changes in the Work

No changes, alterations, additions, deletions or substitutions in the work or materials called for in this Contract shall be made except through a written Change Order approved by the Owner, Contractor and Agency. Change Orders may be issued for the following reasons:

- a) Concealed code violations that were not considered in the Work Write-up are discovered, requiring additional work in order to satisfactorily complete the rehabilitation. For example, deteriorated wall framing or plumbing lines, which are not discovered until the work begins, should be reported and a Change Order issued to include such corrections in the agreement.
- b) The Owner desires a change in the work or materials as described in the Contract (for example, the location of a door to be installed). Changes which are not code-required shall not involve additional public funds, and shall be limited to no-charge changes or changes for which the homeowner agrees to pay.
- c) Errors or inconsistencies in the Work Write-up must be corrected. The Owner, Contractor and Agency agree that, to the extent feasible, any pre-existing housing code violation in the dwelling that is not addressed or adequately corrected through the initial Contract shall be corrected by means of a Change Order.

Section 19.

Changes in the Contract Price

Changes in the work must be itemized and evaluated for either increase or decrease in the Contract sum. Price decreases and increases will be in line with the Contractor's original Contract bid proposal prices and/or the Agency's cost estimate for the change(s).

Changes in the Contract price (either increase or decrease) must be approved by the Owner, Contractor, and Agency, except that the Owner and Contractor may negotiate price increases for work, which is not due to mandatory changes and is therefore not payable through the Agency.

Section 20.

Inspection

During the performance of the Rehabilitation Work, the Contractor and Owner shall permit the United States Government, or the Florida Department of Community Affairs, or its designee, to inspect the Rehabilitation Work. The Contractor shall also permit the Agency's Building Inspector, and the Agency to examine and inspect the work as necessary to assure that the Rehabilitation Work being performed by the Contractor:

- a) Will bring the property being rehabilitated into compliance with the requirements of the local Housing and Building Codes and other applicable codes and ordinances; and
- b) Is being completed in accordance with the requirements of the Contract.

The Contractor is responsible for requesting progress and final inspections simultaneously by the Building Inspector and the Agency. However, no inspector will be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Contractor shall also permit inspection by the Agency, the Florida Department of Community Affairs, and the United States Government of all Contracts, materials, and payrolls and conditions of employment pertaining to the Rehabilitation Work being performed under this Contract.

Section 21.

Payment of Contract Price

If the Contract Price is \$6,000.00 or less, full payment will be issued upon completion of all work. If the Contract Price is in excess of \$6,000.00, the Contractor may receive a partial payment and a final payment.

The partial payment may be requested upon completion of sixty percent (60%) of the work. At the request of the Contractor, the Agency designee and Building Inspector will inspect the work to determine acceptability of the work and the percentage of work completed. If at least sixty percent (60%) of the work is completed to the Agency's (Director and Building Inspector) satisfaction, the Contractor shall proceed with the Request for Payment and Affidavit, certifying that either (a) all laborers, subcontractors and suppliers have been paid in full for their goods and services provided on the job and that there are no outstanding liens or claims for liens (waivers must be supplied), or (b) a list of all unpaid parties and the amounts owed to each is attached to the form.

Upon Agency approval of the Request for Payment and Affidavit, the documents shall be presented to the Owner for approval.

Partial payment will be issued by the Owner in an amount equal to the percentage of work completed, minus a retainage of twenty percent (20%) of the Contract Price. If either the remaining Contract amount owed to the Contractor at final payment or the partial payment amount is not in excess of the amount owed by the Contractor for goods and services already provided, the Agency designee may authorize direct payment to the unpaid parties. Direct payment will be subtracted from the Contractor's payment.

Final (including single) payment will be issued upon completion of the job. Procedures are as those required for a partial payment, with the additional requirements that the Contractor furnish the Owner, in care of the Agency, all warranties and certificates (pest control and insulation), and, if applicable, waivers of liens from any parties listed as unpaid at the time of partial payment, as well as from any other parties providing services after partial payment.

The Owner hereby grants the Agency the right to disburse partial and/or final payment directly to the Contractor in the event that a dispute arises between the Owner and the Contractor. Such disbursement shall be issued only after the Director has reviewed the facts and circumstances involved in the dispute and has determined that the Owner's refusal to issue payment is without just cause.

Section 22.

Liens

At no time shall payment be due to the Contractor if there are outstanding liens or claims of liens on the job. Payment shall not be due until the Contractor provides all waivers or releases or liens, and satisfaction of any recorded lien, to the Owner, in care of the Agency.

The Contractor shall protect, defend and indemnify the Owner from any claims for unpaid work, labor or materials provided in performance of the Contract.

Section 23. Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner, the Agency its officials and employees, and the Owner shall indemnify and hold harmless the Agency, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

Section 24. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefore, which shall appear within a period of one year from the date of final acceptance. It is further agreed that the Contractor will furnish the homeowner and the County, C/O the Office of Community Development, with all manufacturers' and suppliers' written guarantee and warranties covering materials and equipment furnished under this contract. The Owner will give notice of observed defects with reasonable promptness.

Section 25. Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the Owner and the prior written approval of the Agency.

Section 26. Owner's Right to Stop the Work

If the Contractor provides or fails to correct defective work, or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Section 27. Disputes

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall be presented in writing by the Contractor to the Agency designee within five (5) days of commencement of the dispute. Such claim shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. The Agency designee will provide a written decision within five (5) days. Any appeals of the Agency designee's decision shall be presented in writing within five (5) days to the chief executive officer of the local government. The decision on the appeal will be provided in writing within five (5) days, and will be the final authority in dispute. In the event of any breach of this contract, the Owner may, at his option, engage the services of another contractor to complete the work and deduct the cost of completion from the amount due the Contractor hereunder.

Section 28. Termination by Owner

The Owner may terminate this Contract:

- a) If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or

- b) If the Contractor persistently or repeatedly refuses or fails to perform expeditiously, except in cases for which an extension of time is provided, or
- c) If the Contractor fails or refuses to provide work in accordance with the Contract, including any approved Change Order, or
- d) If the Contractor fails to make payment to subcontractors or suppliers for materials or labor, of
- e) If the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- f) If the Contractor is otherwise guilty of a substantial violation of a provision of the Contract Documents.

The Owner shall present a written statement of cause for termination to the Agency designee. Upon certification by the Director that sufficient cause exists to justify such action, the Owner shall immediately issue written notice to the Contractor. Such notice shall automatically terminate the Contractor after five (5) days unless the Contractor removes the cause for termination within five (5) days.

The original Contract amount or balance thereof at the time of termination shall be escrowed for use in completion of the work as approved by the Agency. Payment to the Contractor shall be issued in accordance with Chapter 713 of the Florida Statutes.

Contract termination procedures as outlined herein shall not prejudice any other right or remedy to which the Owner would be entitled.

Section 29.

Termination by Contractor

The Contractor may terminate this Contract:

- a) If the work is stopped or to be stopped for a period of twenty (20) days or longer due to an act of God, or due to an order of an appropriate court through no fault of the Contractor, or
- b) If the work is stopped for a period of five (5) consecutive days due to failure of the Owner to provide necessary and reasonable information, services, or cooperation.

The Contractor shall present a written statement of cause for termination to the Agency designee. Upon certification by the Director that sufficient cause exists to justify such action, the Contractor shall immediately issue written notice to the Owner. Such notice shall state the cause for termination, and shall provide that the Contract shall automatically terminate upon five (5) days written notice unless the Owner removes the cause for termination within the five (5) days.

Upon termination of Contract, the Owner shall issue payment to the Contractor for the amount of work satisfactorily completed by the Contractor, subject to normal final payment procedures.

Section 30.

Public Entity Crimes

In accordance with Section 287.017, Florida Statutes, no person or affiliate on the Convicted Vendors List may, for a period of up to 36 months after being placed on the list:

- Submit a bid on a contract or request for proposals.
- Be awarded or perform work as a contractor, supplier, subcontractor, or consultant.

Section 31. Interest of Federal, State, and Local Officials

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of the Title I Community Development Block Grant referred to in the first "WHEREAS" clause on Page 1 of this Contract, or in any benefit to arise from the same.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Contract, during his/her 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. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Section 32. Disclaimer

The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that the local government and its Agency are not parties to this Contract; have no interest in this Contract; and are acting solely as a conduit through which federal funds are made available to private individuals for rehabilitation of the Owner's property; and that the local government and its Agency is not responsible on behalf of either the Owner or Contractor for any actions, causes or actions, suits, dues, sum of money, accounts, variances, damages and liabilities whatsoever both in law and equity or which may result from the existing state of things which have existed or will exist between the Owner and Contractor.

FEDERAL CONTRACT CONDITIONS

Section 33. Record and Audits

The Contractor shall maintain personnel and financial records adequate to identify and account for all costs pertaining to this Contract. These records shall be retained for three (3) years after the completion of the Contract. Records may be accessed by State, Federal or Agency Auditors or Monitors for the purpose of assessing the Contractor's compliance with equal opportunity requirements and for assuring proper use and accounting of all project funds.

Section 34. Lead Based Paint

The Contractor shall abide by the federal lead based paint provisions as outlined in the Standard Rehabilitation Specification, Section 15.3.

The Contractor shall remove any and all cracking, peeling, chipping and loose paint and repaint all surfaces using two coats of paint of a non-lead based paint. Where the paint film integrity of the applicable surface cannot be maintained, the paint shall be completely removed or the surface covered with a suitable material such as gypsum, wallboard, plywood, or plaster before any repainting is undertaken.

Section 35. Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 36. 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, or sex, be excluded from participation in, be 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 this title.

Section 37.

Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 38.

"Section 3" Compliance in the Provision
Of Training Employment and Business Opportunities

- a) The work to be performed under this Contract is on a project assisted under the Small Cities CDBG Program which provides Federal financial assistance from the Department of Housing and Urban Development through the Florida Department of Community Affairs, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project area be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract

through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

FOR CONTRACTS OF \$10,000 OR LESS

Section 39.

Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- a) 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 during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) Contractors shall incorporate the foregoing requirements in all subcontracts.

FOR CONTRACTS IN EXCESS OF \$10,000

Section 40.

**Standard Federal Equal Employment
Opportunity Construction Contract Specifications
(Executive Order 11246)**

- a) As used in these Specifications:
 - (1) "Covered area," means the geographical area described in the solicitation from which this Contract resulted,
 - (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority,
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
 - c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve such goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 - d) The Contractor shall implement the specific affirmative action standards provided in paragraphs g)(1) through (16) of these Specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or Federally-assisted construction Contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs Order or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 - e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 - f) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
 - g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to

work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereof, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g)(2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and

employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- h) Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (g (1) through (16)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g)(1) through (16) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- l) The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.
- m) The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- o) Nothing herein provided should be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 41.

Notice of Requirement for Affirmative
Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

- a) The Offertory or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

Goals for Minority Participation
17.1

Goals for Female Participation
6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
- d) As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the County.

Section 42.

Section 202 Equal Opportunity Clauses
(Executive Order 11246)

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the provisions of the sentence immediately preceding paragraph a) and the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Section 43.

Certification of Non-segregated Facilities

By the submission of this bid, the bidder, offertory, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offertory, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Section 44.

CONSTRUCTION INDUSTRIES RECOVERY FUND

The Owner may recover money lost related to performance by the contractor under this contract from the Construction Industries Recovery Fund. The fund can cover loss resulting from specific violations of Florida Law by a state-licensed contractor. If the owner wishes to file a claim, the Owner shall contact the Florida Construction Industry Licensing Board at the following telephone number and address: FCLIB, 7960 Arlington Expressway, Suite 300, Jacksonville, Florida 32211-7467, (904) 727-6530.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions or Federal Provisions, such additional provisions shall be attached to this Contract prior to its execution by the Contractor

and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the word "None" written or typed on the following line.

THIS AGREEMENT REQUIRES TWO WITNESSES OF THE CONTRACTOR'S SIGNATURE TO COUNTERSIGN OR A NOTARIZATION OF THE CONTRACTOR'S SIGNATURE:

Witness #1

Witness #2

Emilio Hernandez
Contractor

CRC 1327878
License Number

OR NOTARY:

Subscribed and sworn before me this 21st day of April, 2005.



SANDRA S. BURCH
(SEAL)
Notary Public, State of Florida
My comm. expires June 18, 2006
Comm. No. DD 127075

Sandra S. Burch
Notary Public, State of Florida

Sandra S. Burch
Print Name of Notary Public

____ Personally Known
☒ Produced Identification
Type of Identification FL DL

Commission Expires _____

THIS AGREEMENT REQUIRES TWO WITNESSES OF THE OWNER'S OR OWNERS' SIGNATURE (S) TO COUNTERSIGN OR A NOTARIZATION OF THE OWNER'S OR OWNERS' SIGNATURE (S).

Witness #1

Witness #2

Sandra Penabazquez
Owner

Witness #1

Witness #2

John M. Penabazquez
Owner

OR NOTARY:

Subscribed and sworn before me this 21st day of April, 2005.



SANDRA S. BURCH
(SEAL)
Notary Public, State of Florida
My comm. expires June 18, 2006
Comm. No. DD 127075

Sandra S. Burch
Notary Public, State of Florida

Sandra S. Burch
Print Name of Notary Public

____ Personally Known
☒ Produced Identification
Type of Identification FL DL

Commission Expires _____

Agreement approved by the Housing Rehabilitation Specialist - By: _____

HOUSING REHABILITATION PROGRAM
TEMPORARY RELOCATION INFORMATION AND RECEIPT

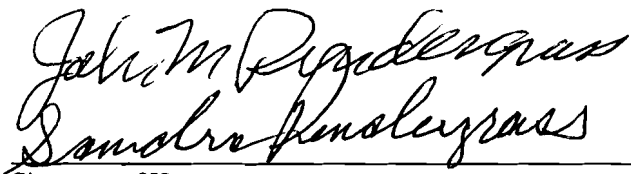
- ☒ In order to protect your health and safety during the rehabilitation of your home, and in order to make the work much more convenient for you and the workers, it will be necessary for you (and your household) to move out of your home during the rehabilitation work.

The Housing Rehabilitation Program will be providing:

- ☐ On site storage for your household goods.
- ☒ \$ 500 moving allowance for temporary relocating during the construction period.
- ☐ The Housing Rehabilitation Specialist has determined that continued occupancy in the house will be possible and therefore, it will not be necessary for you to relocate during construction.

The local government takes no responsibility for your belongings while you are relocated. Homeowners should notify their insurance agencies that their belongings are being temporarily transferred, so their current policy can cover any damages or loss at the new address. This should be done before moving.

I agree to all terms identified above.



Signature of Homeowner

4-21-05

Date

Approved:

Housing Rehabilitation Specialist

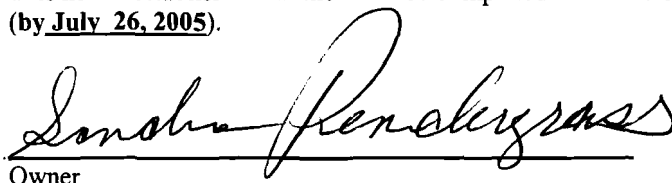
Date

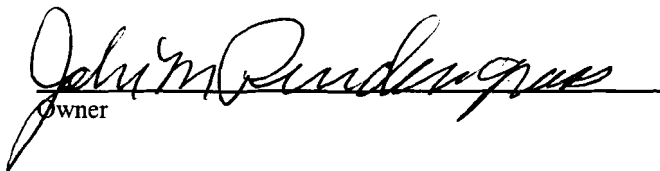
**HOUSING REHABILITATION PROGRAM
NOTICE TO PROCEED**

To: A & R Construction
From: Sandra Pendergrass
Re: Notice to Proceed, Rehabilitation at
2892 Barbara Ln., Hilliard, FL 32046

Proceed Date: April 27, 2005

Reference is made to the **CONTRACT** dated April 21, 2005 for rehabilitation of property at the above address in Nassau County, Florida. Pursuant to the provisions of Section 8 of the General Conditions of the Contract, you are hereby given Notice to Proceed with the work within (10) calendar days of the date of this notice. This notice establishes that the work be completed within **90** calendar days of the date of this notice. (by July 26, 2005).


Owner


Owner

This acknowledges that the above notice was received, which established the completion date as

Completion Date: _____, 2005

Authorized Representative
for Construction Company
Signature and Title

Print Name

HOUSING REHABILITATION PROGRAM
BID APPROVAL

Applicant: Sandra Pendergrass

Address: 2892 Barbara Ln., Hilliard, FL. 32046

Estimated Bid Total: \$ 71,000

Allowable Bid Range: \$ 60,350 (low) - \$ 81,650 (high)

Approx. Housing Size (SF) 800

Bids submitted on March 01 2005 by the eligible contractors for the rehabilitation work of the above referenced case are as follows:

Contractor or Firm Name	Bid Amount	Comments
1. ADCO Construction	\$ No bid	
2. A&R Construction	\$ 70,800	
3. Savage Construction	\$ No bid	
4. Sound Bay Construction	\$ 71,200	
5.	\$	
6.	\$	
7.	\$	
8.	\$	

(Check Appropriate Explanations)

- ☒ I recommend that the contract be awarded to A & R Construction for the noted bid amount.
- ☐ I recommend rebidding because the bids exceed the 15% of the estimate.
- ☒ This \$70,800 is the lowest bid within 15% of the estimate.
- ☐ The recommended bid is acceptable due to the following circumstances:

Recommended by:

Jose DeJesus
Housing Rehab. Specialist

03/14/05
Date

Approved by:

Sandra Pendergrass
Owner

4-21-05
Date

HOUSING REHABILITATION PROGRAM
SUGGESTIONS TO HOMEOWNERS

1. What to do until the contractor comes -- start planning ahead.
2. Plan adequate storage space for the contractor to store his tools, equipment and materials.
3. Make arrangements for contractors to get into your property if you will not be home during the day.
4. Prepare your property and furnishings for remodeling - use this period to send your drapes to the dry cleaners and wash your curtains. There may be dust and dirt from the work. Put away all breakable items that may be in the way of the workmen.
5. Review the Specifications with your Rehabilitation Specialist -- understand what work is to be done and that it is correct. Check with the Rehabilitation Specialist if there is anything you do not understand.
6. When the work starts, keep your copy of the Specifications handy, refer to it often, and follow the work progress along with the Rehabilitation Specialist.
7. Try to stay out of the construction areas: this will help prevent injuries and allow the workmen room to work.
8. In most cases, changes and improvements will be new and exciting to you and will give you much pleasure; however, unforeseen problems may be uncovered during the course of the work which may require a plan change. Be prepared if this should happen - ask questions - visualize - be flexible - again, refer to the specifications.
9. To avoid mutual confusion, one member of the family should be delegated as the spokesman to discuss problems or questions with the Rehabilitation Specialist or Contractor.
10. If something isn't going the way you feel it should or if you don't understand it, speak to the Contractor or the Rehabilitation Specialist and get an acceptable explanation.
11. Discuss changes or substitutes with the Rehabilitation Specialist assigned to assist you. Changes cannot be made unless they are approved by you and the Contractor, and then they must be in written form, signed by all.
12. Keep a good relationship between your household and the Contractor.
13. Win cooperation from the workmen with good basic human relations -- nothing makes them work harder than a word of appreciation or an unexpected pot of coffee or even a pitcher of ice water.
14. All work will be inspected by the Building Inspector and Rehabilitation Specialist before the contract is completed.

**HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Name: SANDRA PENDERGRASS

Phone: 904-879-1582

Address: 2892 BARBARA LN.

Project #: NAS04H02

Specification numbers found in the second column refer to sections in the "Standard Rehabilitation Specifications Booklet" provided to all bidders and owners. Numbers are identified for convenience only; failure to list a specification number shall not void its applicability. The specifications apply to all rehabilitation work, although the work write-up shall take precedence in case of conflict with specifications.

Approximate Square Feet: _____

Item #	System	Description of Work	Location	Price
001	DEMO	Demolition and safe, legal, disposal of all materials, and clean up of job site.	All	4000
002	Site Work	Preparation of site for new construction shall include all fill dirt required, grading, compacting and testing necessary for this house. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor. Treat for termites prior to pouring slab.	All	2000
003	New Structure	The new house shall consist of the following: Minimum 800 sq. ft, 2 bedroom, one bath, and kitchen-living room combination. Materials shall be concrete slab-on-grade, wood-frame walls with vinyl, and shingled hip roof with aluminum vented soffits and roof vents. All plans and permitting shall be the responsibility of the contractor. Exterior shall be one main color and one trim color.	All	32800
004	Electrical, Appliances, HVAC	Minimum 200 amp service and meet NEC. New minimum 20 cu. ft. frost free refrigerator, new 4 burner electric stove, new electric water heater, range hood, all electrical fixtures, switches, and other items necessary for a complete house in move-in condition. Heating unit shall have a minimum SEER rating of 10 and include a 10K emergency heat strip. Include all duct work, piping, electrical and other items necessary for a complete package system. Air supply vents shall be closeable in each room. A thermostat shall be located appropriately to control temp. evenly throughout dwelling.	All	8000
005	Interior	Provide plaster or drywall walls, popcorn or knock-down ceilings, new vinyl throughout. All walls and ceilings to be painted one color. Insulate walls, and ceilings to R-30. Include all interior and exterior doors, screen doors, and closet doors necessary. Exterior doors shall include deadbolts, keyed alike with peeps.	All	9000

Homeowner Signature

Sandra Pendergrass
Sandra Pendergrass

E. Carlsen

Form WW

006	Plumbing	New plumbing fixtures shall include toilet, tub/shower with vinyl surround, sink and vanity, and kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibs. Use existing sewer/ drill and install new well to meet current codes, include pump house.	All	8000
007	Windows	Windows shall be aluminum frame, single hung, single pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	2000
008	Cabinets	Provide minimum 8' of base cabinets and countertops, and 6' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom.	Kitchen	3000
009	MISC.	Provide minimum of 2 towel bars in bathroom, 4 grab bars in shower, toilet paper holder, and minimum 5' X 5' concrete pads at exterior entrances. Sod around eve drip of structure.	Various	2000

TOTAL BID

\$ 19,800.⁰⁰

(Signature)

Homeowner Signature

John M. Rodriguez
X Donald J. Rodriguez *E. Bullock*

Form WW

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workmanlike manner, in accordance with the Standard Rehabilitation Specifications, local codes, and manufacturers specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. All addendums must be signed and submitted with this bid.

Work must be completed and approved within ____ days of the issuance of the Notice to Proceed.

The house is to be ☐ occupied; ☒ vacant for ____ days.

Contractor's Name(Print Name):

Eric Raulerson (A+B)

Contractor's Signature:

Eric Raulerson

Contractor's Address:

6899 Bobby Sapp Rd

MacClenny FL 32063

Contractor's Phone Number:

904 259 7892

OFFICIAL USE ONLY

Date Submitted: _____

Date Accepted: _____

Bid Opened By: _____

Witnessed By: _____

Date Opened: _____

Time: _____

Work Write-up Prepared By: Spencer Nabors

Date: _____

Homeowner Signature:

Spencer Nabors

**HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Name: SANDRA PENDERGRASS Phone: 904-879-1582

Address: 2892 BARBARA LN. Project #: NAS04H02

Specification numbers found in the second column refer to sections in the "Standard Rehabilitation Specifications Booklet" provided to all bidders and owners. Numbers are identified for convenience only; failure to list a specification number shall not void its applicability. The specifications apply to all rehabilitation work, although the work write-up shall take precedence in case of conflict with specifications.

Approximate Square Feet: _____

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002	Site Work	Preparation of site for new construction shall include all fill dirt required, grading, compacting and testing necessary for this house. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor. Treat for termites prior to pouring slab.	All	
003	New Structure	The new house shall consist of the following: Minimum 800 sq. ft, 2 bedroom, one bath, and kitchen-living room combination. Materials shall be concrete slab-on-grade, wood-frame walls with vinyl, and shingled hip roof with aluminum vented soffits and roof vents. All plans and permitting shall be the responsibility of the contractor. Exterior shall be one main color and one trim color.	All	
004	Electrical, Appliances, HVAC	Minimum 200 amp service and meet NEC. New minimum 20 cu. ft. frost free refrigerator, new 4 burner electric stove, new electric water heater, range hood, all electrical fixtures, switches, and other items necessary for a complete house in move-in condition. Heating unit shall have a minimum SEER rating of 10 and include a 10K emergency heat strip. Include all duct work, piping, electrical and other items necessary for a complete package system. Air supply vents shall be closeable in each room. A thermostat shall be located appropriately to control temp. evenly throughout dwelling.	All	
005	Interior	Provide plaster or drywall walls, popcorn or knock-down ceilings, new vinyl throughout. All walls and ceilings to be painted one color. Insulate walls , and ceilings to R-30. Include all interior and exterior doors, screen doors, and closet doors necessary. Exterior doors shall include deadbolts, keyed alike with peeps.	All	

Homeowner Signature _____

Form WW

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007	Windows	Windows shall be aluminum frame, single hung, single pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	
008	Cabinets	Provide minimum 8' of base cabinets and countertops, and 6' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom.	Kitchen	
009	MISC.	Provide minimum of 2 towel bars in bathroom, 4 grab bars in shower, toilet paper holder, and minimum 5' X 5' concrete pads at exterior entrances. Sod around eve drip of structure.	Various	

TOTAL BID

\$ _____

Homeowner Signature _____

Form WW

HOUSING REHABILITATION PROGRAM
COLOR/STYLE SELECTION

Homeowner: Sandra Pendergrass

Address: 2892 Barbara Ln., Hilliard, FL 32046

Contractor: A & R Construction

- I. Contractor must provide at least three color choices for each item.
- II. Jordan & Associates and the local government reserves the right to veto a color choice made by the homeowner.
- III. It is the contractors responsibility to have the homeowner select the colors and sign this form.

1. (SP) Paint: SP
 Exterior: ~~Classic~~ Lichen (Gray) w/ Black SHUTTERS
 Interior: NAVAJO WHITE

2. (SP) Trim: NAVAJO WHITE
 Flooring: Fawn (u) Bedrooms
 Carpet: ~~Artisan~~ (Bedrooms only) (SP)
 Vinyl: Matisse 33 (Bedroom only) (SP)

3. Roofing:
 Shingles: Black

Soffit / Fascia (if Alum): WHITE

4. Cabinets and Countertops: Medium Stain / Pearl Sand Top (4604-50)

5. Refrigerator and Stove: WHITE / w Ice Maker Stove: WHITE

6. Miscellaneous: _____

Homeowner Signature: Sandra Pendergrass

Contractor Signature: En Paulsen

Jordan & Associates Signature: _____

HOUSING REHABILITATION PROGRAM
INCOME STATUS CERTIFICATION

Name: Sandra Pendergrass

Address: 2892 Barbara Ln., Hilliard, FL 32046

On June 24, 2004 the person(s) listed above submitted an application for assistance under the CDBG program. On that date, the income for the household was listed as:

\$705 MONTHLY

Please check one of the following and sign below:

☐ I/we certify that the household income has NOT changed.
The amount of \$705 MONTHLY is still correct.

Or

☒ I/we certify that my income has changed since the time I/we submitted my application.
The new household income is \$793 MONTHLY.

Sandra Pendergrass
Signature

John M. Pendergrass
Signature

HOUSING REHABILITATION PROGRAM
NOTICE: EFFECT OF RESCISSION

FOR INFORMATIONAL PURPOSES ONLY

When a homeowner exercises his/her right to rescind, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the homeowner any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the homeowner, the homeowner may retain possession of it. Upon the performance of the creditor's obligations, the homeowner shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the homeowner shall tender its reasonable value.

Tender shall be made at the location of the property or at the residence of the homeowner, at the option of the homeowner. If the creditor does not take possession of the property within 10 days after tender by the homeowner, ownership of the property vests in the homeowner, without obligation on his part to pay for it.

The undersigned each acknowledges receipt of a copy of the notice of the Three Day Rescission Form (FORM CC).

Sandra Pendergrass
Signature of Owner

4-21-05
Date

Sandra Pendergrass
Print Name of Owner

John M Pendergrass
Signature of Co-Owner

4-21-05
Date

John M Pendergrass
Print Name of Co-Owner

**HOUSING REHABILITATION PROGRAM
THREE DAY RESCISSION**

NOTICE TO HOMEOWNER REQUIRED BY FEDERAL LAW:

You have entered into a transaction on April 21, 2005, which may result in a lien, mortgage, or other security interest on your home. You have legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three (3) business days from the above date or any later dates on which all material disclosures required under the Truth-In-Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund or any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

Attention: JORDAN & ASSOCIATES.
Housing Rehabilitation Program
4611-3 U.S. Hwy. 17
Orange Park, FL 32003
(904) 264-6203

OR

Nassau County Clerk
Judicial Annex
76347 Veterans Way
Yulee, FL 32097

by mail or telegram sent no later than midnight of April 26, 2005. You may also use any other form of written notice identifying the transaction if it is delivered to the above address, not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

Signed: 

Homeowner

Date: 4-21-05

**HOUSING REHABILITATION PROGRAM
TRUTH IN LENDING DISCLOSURE STATEMENT**

This statement discloses conditions of the Deferred Payment Loan issued by the Nassau County Housing Rehabilitation Program to:

Sandra Pendergrass

2892 Barbara Ln., Hilliard, FL 32046

Amount financed \$ 70,800

Not to exceed \$ 81,420

Annual percentage rate 0 %

Monthly payments \$ 0

Term of Loan 5 years, to end April, 2010

Repayment of the loan is not required as long as the owner maintains the terms agreed to in the Rehabilitation Agreement.

The Deferred Payment Loan is secured by the said Agreement, covering property at

2892 Barbara Ln., Hilliard, FL

There are no escrow or closing costs associated with this Deferred Payment Loan.

I hereby acknowledge receipt of a copy of this statement.

Sandra Pendergrass

Borrower/Homeowner

4-21-05
Date

John Pendergrass

Borrower/Homeowner

4-21-05
Date