

ARPA PROGRAM
CONTRACT FOR
RESIDENTIAL REHABILITATION

OWNER NAME : Elnora Cooper

PROPERTY ADDRESS: 185 NE Milton Ter. Lake City, FL

CONTRACTOR NAME: DSW Homes, LLC

DATE: 8/25/22

THIS CONTRACT is hereby made this 25th day of August, 2022, between Elnora Cooper, the "Owner(s)", and DSW Homes, LLC, the "Contractor", for the rehabilitation of the house located at: 185 NE Milton Ter. Lake City, FL 32055

The Owner and the Contractor agree to the following:

ARTICLE 1. The Project. The Contractor shall perform all the work and provide all labor, materials, equipment, tools, services and other items required by the Contract Documents for the rehabilitation of the above-described property according to the work write-up, plans and specifications ("Project") provided by the Columbia County American Rescue Plan Act ("ARPA") Program. The Contractor shall obtain the Owner's approval of all finish materials and colors to be used in the Project. The premises: ☒ will ☐ will not be occupied during construction.

ARTICLE 2. Time of Commencement and Completion. The Contractor shall, within fifteen (15) calendar days from the date of the issuance of the Notice to Proceed by the Columbia County ARPA Program, commence performance hereunder, and all work to be performed by the Contractor shall be completed in accordance with the conditions, plans, and specifications within **Ninety (90) calendar days** of issuance of the Notice to Proceed. The parties agree that, in cases of verifiable negligence, a sum of \$50.00 per calendar day shall be deducted from the Contract Sum as liquidated damages for each day the Project remains incomplete beyond the date specified for completion. Due to the difficulty in determining the exact damage to the Owner from delay, this liquidated damage amount is mutually agreed to and shall not be construed as a penalty.

ARTICLE 3. Contract Sum and Payment.

3.1 The Columbia County ARPA Program shall pay the Contractor the total sum of **Nineteen Thousand One Hundred Fifty and 0/100 Dollars** U.S. (\$**19,150.00**) for work performed hereunder. The sum of the Contract is final. No changes will be allowed once this Contract is executed unless requested and approved in writing by the Columbia County ARPA Program Director.

3.2 The Contractor will be paid by the Columbia County ARPA Program in accordance with the payment schedule submitted by the Contractor. Work awarded on **contracts of \$25,000 or less shall consist of one final payment processed at Project completion. Contracts over \$25,000 will be entitled to three payment draws: One payment when 50% of the total Project is completed, one payment when 80 & 100% of the total Project is completed and final payment at issuance of Building department final inspection or certificate of completion.** No more than three draws will be permitted. Progress payments are based on the payment schedule submitted by the Contractor and approved by the Owner and the ARPA Program. Each item requested on each payment draw including electrical, plumbing, mechanical and roofing must have proper inspections by the local government building department and the Columbia County ARPA Program prior to the time the draw request is made. The Contractor must submit to Columbia County ARPA Program staff proof of all required inspections.

3.3 Prior to the Contractor being entitled to any payment, the Contractor shall provide to the Owner and the ARPA Program (a) an affidavit identifying all subcontractors or materialmen which have performed work on the Project up to the date of the payment request and (b) affidavits from each such subcontractor or materialman confirming payment in full and release of all lien rights over the subject property.

3.4 Payments may be withheld on account of any one of the following: (1) defective work not remedied; (2) claims or liens filed; (3) required inspections not passed by the local government building department; (4) required documents not submitted; and (5) unsatisfactory performance by the Contractor.

3.5 One hundred percent (100%) Project completion is defined as all work being completed and accepted by the Owner and the Columbia County ARPA Program and verified by the local government building department in writing by the issuance of a final inspection record and/or certificate of completion/occupancy. Final payment shall not be due until the Contractor has delivered to the Owner through the Columbia County ARPA Program all manufacturer's and supplier's guarantees and warranties covering materials and equipment furnished under this Contract.

3.6 Final payment shall constitute a waiver of all claims by the Owner, except those claims arising from: (1) unsatisfied liens; (2) faulty or defective work appearing after substantial completion; or (3) substandard work violating guarantees/warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

3.7 In the event of any audit or inspection conducted revealing any overpayment by the County under the terms of the Contract, the Contractor shall refund such overpayment to the County within thirty (30) days of notice by the County of the request for the refund.

ARTICLE 4. Contract Documents.

4.1 The Contract Documents consist of this Contract, the work write-up, the plans, the specifications, all modifications, change orders and written interpretations of the Contract Documents issued by the ARPA Program, all appropriate regulations issued by the Florida Housing Finance Corporation governing rehabilitation or new construction work and the Florida Building Code.

4.2 Three originals of the Contract Documents shall be executed by the Owner and the Contractor. By executing the Contract, the Contractor represents that the Contractor has visited the site and familiarized itself with the local conditions under which the work is to be performed, and all applicable regulations and requirements of the ARPA Program and the Florida Building Code.

ARTICLE 5. Supervision.

5.1 During the performance of the Project, the Contractor and Owner shall permit the Columbia County ARPA Program staff or its designee to inspect the Project. The Contractor and Owner shall also permit the local government's building inspector to examine and inspect the Project as necessary to assure the Project being performed by the Contractor:

- a) will bring the house 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 Documents.

The Contractor is responsible for requesting progress and final inspections simultaneously by the building inspector and the ARPA Program staff. However, no inspector will be responsible for the Contractor's failure to carry out the Project in accordance with the Contract Documents.

5.2 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 or the Owner to the Columbia County ARPA Program within five (5) business 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 Columbia County ARPA Program will provide a written decision within five (5) business days of receipt of the dispute notice. Neither the Owner nor the Contractor may terminate the Contract or resort to the courts for relief without first providing ARPA Program staff the opportunity to resolve the dispute.

5.3 Work which does not conform to the Contract Documents shall be rejected by the Owner. The Owner may issue instructions to the Contractor through the ARPA Program staff, and apprise the staff of any changes, discrepancies or problems that may arise during the term of the Contract.

5.4 The foregoing notwithstanding, it is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the Owner or the County for any purpose. The Contractor is to be and shall remain forever an independent contractor with respect to all services performed under this Contract.

ARTICLE 6. Conduct of the Work.

6.1 The Contractor must notify the ARPA Program staff, prior to commencing any rehabilitation work, of any known or suspected hazardous, dangerous, toxic or radioactive substances, including asbestos, on the property.

6.2 The Contractor shall supervise and direct the work using its best skills and attention. The Contractor shall be solely responsible for all the means, methods, techniques, sequences, and procedures relating to the construction, and for coordinating all portions of the work under the Contract. All work shall be performed in a workmanlike manner according to standard construction practices.

6.3 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, withholding and unemployment taxes, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services for the proper execution and completion of the Project.

6.4 The Contractor shall at all times enforce strict discipline, sobriety, and good order among Contractor's employees, and shall not employ any person not skilled in the task assigned to Contractor. The Contractor shall be responsible for the acts and omissions of its employees and all other persons performing any of the work under the Contract at the request of or direction of the Contractor or any subcontractor.

6.5 The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified and that all work will be of good quality free from faults and defects and in conformity with the Contract Documents. All work not in conformity with these standards may be considered defective and the work may be rejected and/or appropriate deductions from the Contract Sum may be made accordingly.

6.6 The Contractor shall pay all sales, use, and other similar taxes required by law and shall secure all permits and licenses necessary for the execution of the Project.

6.7 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, permits and orders of any public authority bearing on the performance of the Project and shall notify the ARPA Program staff if the drawings and specifications are at variance therewith. Upon completion of the Project, Contractor shall provide evidence to the Owner and the ARPA Program that all work has been inspected and approved by the local government's building inspector.

6.8 The Project shall be completed in accordance with approved samples and shop drawings.

6.9 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. The Contractor shall take all reasonable precautions in accordance with prevailing industry standards for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees working on the Project and other persons who may be affected thereby; (2) all the work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority

having jurisdiction for the safety of person or property. The Contractor will be held responsible for all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable.

6.10 The Contractor shall undertake reasonable and appropriate steps during construction to protect the Owner's personal property. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's activities. At the completion of the Project, the Contractor shall remove all waste materials and rubbish from and about the Project as well as tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the premises "broom clean" or its equivalent, except as otherwise specified.

6.11 The Contractor shall correct any work that fails to conform to the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects at Contractor's expense due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of final payment under the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 6.11 apply to work done by the Contractor as well as to work done by any subcontractors.

ARTICLE 7. Subcontractors.

7.1 A subcontractor is a person who has a direct written contract with the Contractor to perform any of the work at the site. Contractor shall be responsible for the work of all subcontractors.

7.2 Unless otherwise specified in the Contract Documents or in the instructions to the bidders, the Contractor, within ten days of issuance of the Notice to Proceed, shall furnish to the Owner and the ARPA Program, in writing, a list of the names of subcontractors proposed for the principal portions of the Project. The Contractor shall not employ a subcontractor to whom the ARPA Program or the Owner may have a reasonable objection. Contracts between the Contractor and any subcontractor shall be subject to the terms of this Contract. The Contractor may not employ a subcontractor that is not licensed or insured in the trade hired to do the particular work.

ARTICLE 8. Owner's Responsibilities.

8.1 The Owner shall furnish the use of electricity, water, light and heat to the Contractor, at no additional cost to the Contractor or Columbia County ARPA Program during the Project.

8.2 The Owner agrees to remove personal property within the work area as not to interfere with the progress of work. The Contractor shall have easy access in and around the work area for the operation of equipment needed for the performance of work.

8.3 The Owner shall grant access to Owner's property during normal business hours to all parties involved in the Project. In the event that the Owner continues to occupy the premises during the work, a schedule for operations will be established between the Owner and the Contractor.

8.4 The Owner shall keep all children, visitors, and pets secured from the work area as not to interfere with the Project or be placed in harm's way so the Contractor may be allowed to fulfill the requirements of the Contract.

8.5 The Owner shall approve all the finish materials and colors to be used in the Project according to bid specifications.

8.6 The Owner shall be responsible for the proper use and care of the property including equipment and appliances.

ARTICLE 9. Separate Contracts.

9.1 The Owner does not reserve the right to award other contracts while this Contract is underway. All construction work will be limited to the work specified on the work write-up to be performed by the Contractor and its subcontractors. The Contractor cannot enter into any contract with the Owner for work other than what is specified on the work write-up during the term of this Contract.

9.2 The Contractor shall notify the Columbia County ARPA Program if other work is being performed at the site.

ARTICLE 10. Time.

10.1 Time is of the essence (established timeline provided in project NTP)

10.2 If the Contractor is delayed at any time in the progress of the Project by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the ARPA Program staff may determine justifies the delay, then the Contract time may be extended by a change order for such reasonable time as the ARPA Program staff may determine. The Contractor must request such extension of time in writing prior to the Contract deadline.

ARTICLE 11. Contractor's Insurance.

11.1 The Contractor shall purchase and maintain and shall ensure that each of its subcontractors shall purchase and maintain such insurance as will protect each of them from claims under worker's compensation laws and other employee benefit laws, from claims for damage because of bodily injury including death, and from claims for damages to property which may arise out of or result from the Contractor's activities under this

Contract, including any subcontractor or their respective employees, agents or representatives. The worker's compensation insurance shall be written for not less than any limits required by law and the liability insurance shall be written for not less than \$100,000 per person, \$100,000 per occurrence; Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage; A certificate evidencing Auto Insurance, including bodily injury, in an amount not less than \$1,000,000 per accident and in the aggregate; and A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.2 Certificate(s) evidencing the above-required insurance shall be filed with the Owner and the ARPA Program prior to issuance of the Notice of Commencement.

11.3 The Contractor's Indemnity Obligation to County and Owner:

- A. To the fullest extent permitted by law, the Contractor shall secure, defend, protect, hold harmless, and indemnify the County and the Owner from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the County allegedly or actually arising out of or resulting from the Contractor's services, including without limitation any breach of contract or negligent act or omission or willful misconduct (i) of the Contractor; (ii) of the Contractor's subcontractors or suppliers, or (iii) of the agents, employees or servants of the Contractor or its subcontractors or suppliers.
- B. To the fullest extent permitted by law, the Contractor, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the Owner or the County pursuant to the indemnification provision contained in the paragraph above.
- C. To the fullest extent permitted by law, the Contractor shall secure, defend, protect, hold harmless, and indemnify the Owner and the County from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights.

If the Contractor has reason to believe the use of a required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Owner and County.

ARTICLE 12. Owner's Liability Insurance. The Owner shall be responsible for purchasing and maintaining Owner's own casualty and liability insurance and, at Owner's option, may maintain such insurance as will protect Owner against claims which may arise from activities under this Contract.

ARTICLE 13. Changes in the Work.

13.1 Once this Contract has been executed, no changes to the Project will be allowed. When the Columbia County ARPA Program determines that changes must be made to this Contract, any approved alterations, deletions, or deviations from this Contract will be effectuated by a written change order signed by the Owner, Contractor, and the ARPA Program Administrator. However, no extra costs will be paid if the Contractor has neglected to properly evaluate the extent of the work required. Work performed prior to the execution of a change order will not be paid.

13.2 The Contract Sum and the Contract time may be changed only by written change order.

13.3 The cost or credit to the Owner from a change in the Project shall be determined by mutual agreement of the Owner, Contractor and ARPA Program.

ARTICLE 14. Assignment. This Contract may not be assigned by either party without the prior written consent of the other party and the Columbia County ARPA Program, which consent may be withheld in that party's sole and absolute discretion.

ARTICLE 15. Construction Industries Recovery Fund Notice. Payments may be available from the Construction Industries Recovery Fund if money is lost on a project performed under contract, where the loss results from specified violations of Florida Law by a licensed contractor. For more information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following number and address:

**Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399-0783
Phone: 850-487-1395**

ARTICLE 16. Construction Defects Notice. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ARTICLE 17. Disclaimer. The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that Columbia County (a) is not a party to this Contract and has no interest in this Contract; (b) is acting solely as a conduit through which funds are made available for rehabilitation of the Owner's property; and (c) is not responsible on behalf of either the Owner or Contractor for any actions, causes of action, suits, sums of money, accounts, variances, damages and liabilities whatsoever both in law and equity or which may result from the state of affairs which have existed or will exist between the Owner and Contractor.

ARTICLE 18. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Florida. Venue for any litigation shall be Columbia County, Florida.

ARTICLE 19. Contract Wording. The Contractor and Owner agree that no ambiguity in this Contract shall be construed against either party based upon a claim that the party drafted the ambiguous language. Additionally, the Contractor and Owner fully understand all the terms of this Contract, they have had sufficient and reasonable time to review this Contract, they have had the opportunity to seek and obtain independent legal advice concerning this Contract and voluntarily enter into this Contract of their own free will.

ARTICLE 20. Interest of Members, Officers, Employees of Columbia County, Columbia County Board of County Commissioners, or Other Public Officials. No member, officer, or employee of Columbia County, no member of the Columbia County Board of County Commissioners, and no other Columbia County public official who exercises any functions or responsibilities with respect to the ARPA program during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Contract.

ARTICLE 21. Other Federal, State and Local Requirements. The Contractor and any subcontractors agree to adhere to all Federal, State and local requirements including but not limited to the ARPA Program regulations, Federal labor standards, and Federal lead-based paint standards. Without limiting the generality of the foregoing, the Contractor shall comply with the specific provisions set forth below. Failure to cite specific Federal, State or local requirements shall not relieve the Contractor or subcontractor of compliance with the appropriate regulation, if deemed applicable.

21.1 Lead-Based Paint and Asbestos

A. The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this Contract.

B. The Contractor shall comply with the provisions of 29 CFR Part 1926 (OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

- 1) The Contractor shall contact the inspector for the County before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
- 2) The Contractor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, then worker blood testing and monitoring requirements provided by OSHA shall apply.
- 3) The Contractor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
- 4) The Contractor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
- 5) The Contractor shall make proper facilities available for worker hygiene when entering or exiting a work area.
- 6) The Contractor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
- 7) The Contractor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the Contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and local or state Departments of Health.

C. The Contractor shall not use following methods to remove paint that is, or may be, lead-based paint:

- 1) Open flame burning or torching.
- 2) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
- 3) Abrasive blasting or sandblasting without HEPA local exhaust control.
- 4) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
- 5) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space or totaling no more than 20 sq. ft. on exterior surfaces.
- 6) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational

Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

- D. The Contractor shall comply any state or local laws or regulations governing environmental hazards and their remediation.

21.2 Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization.

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, sexual orientation, gender identity, 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 race, color, religion, sex, sexual orientation, gender identity, 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County 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.

E. 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.

F. 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 its books, records and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided 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.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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 County 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 County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document its efforts to the County.

21.3 Training and Employment of Lower Income Residents of Project Area

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 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 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 and all applicable rules and orders of the Department issued thereunder 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.

21.4 Contractor Default

A. If the Contractor is adjudged as bankrupt or insolvent or if it makes a general assignment for the benefit of its creditors; or if a trustee or receiver is appointed for the Contractor or for any of its property; or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or if it repeatedly fails to supply sufficient skilled workman or suitable materials or equipment; or if it repeatedly fails to make prompt payment to subcontractors or for labor, materials or equipment; or it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; or if it disregards the authority of a County development official, agent or employee; or it otherwise violates any provisions of this Contract; then the County may, without prejudice to any other right or remedy, and after giving the Contractor and its surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery at the property owned by the Contractor, and finish the work by whatever method the County may deem expedient. In such cases the Contractor shall not be entitled to receive any payment under this Contract until the work is finished. If the unpaid balance otherwise due the Contractor exceeds the direct and indirect costs borne by the County in completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the County. Such costs incurred by the County will be determined by the County and incorporated in a change order or other applicable document.

B. Where the Contractor's services have been terminated by the County pursuant to the provisions of Paragraph 21.4.A above, said termination shall not affect any right of the Owner(s) against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

21.5 County Right to Terminate – Upon the delivery of written notice to the Contractor, the County may, without cause or penalty whatsoever, and without prejudice to any other right or remedy, elect to abandon the Project and immediately terminate this

Contract. In such case, the Contractor shall be paid for all properly completed work together with any proper expenses sustained.

21.6 Copeland "Anti-Kickback Act" – The Contractor will comply with all applicable regulations of the U.S. Secretary of Labor of the United States Department of Labor, as relates to the so-called "Anti-Kickback Act" of June 13, 1934 (43 Stat. 948; 62 Stat. 862; Title 15 U.S.C., Section 276 (C)), and any amendments or modifications thereof.

21.7 Davis-Bacon Act – The Contractor will comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5).

21.8 Contract Work Hours and Safety Standards Act – For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

21.9 Access to Public and Project Records – The Contractor shall comply with all applicable sections of Florida Statute-Chapter 119. The contractor shall also provide any and all required access to the Florida Department of Economic Opportunity, the County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

21.10 Retention of Records – Contractor is required to maintain all required and relevant contract records for a minimum of three (3) years after County has made final payment and all pending matters relating to this Contract are closed.

21.11 Clean Air Act and Federal Water Pollution Control Act – For contracts and subgrants of amounts in excess of \$150,000, the Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

21.12 Energy Efficiency – The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

21.13 Reporting – County will advise Contractor of any required reporting requirements by the grant awarding agency. Contractor shall comply with all such requirements.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be executed on the date first above written.

FLORIDA LIEN LAW NOTICE.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

-END-

SIGNATURE BLOCK BEGINS ON NEXT PAGE

WITNESS

Printed Name

Signature

OWNER

Elnora Cooper

Printed Name

Elnora Cooper

Signature

WITNESS

Printed Name

Signature

CO-OWNER

Printed Name

Signature

CONTRACTOR

By: [Signature]

Printed Name: Ryan Fisher

Position: Program Manager

"EXHIBIT A" NA

**COLUMBIA COUNTY
ARPA
HOUSING REHABILITATION PROGRAM
HOUSING REHABILITATION PROGRAM COLOR/STYLE SELECTION**

1. Contractor must provide at least three (3) color choices for each eligible item.
NOTE: See attached scope of work for highlighted eligible items.
2. The Columbia County reserves the right to veto a color choice made by the homeowner.
3. It is the contractor's responsibility to provide selections for the homeowner to select the colors and designs, and then sign this form.
4. Any deviations from this process must be submitted via email to the Housing Inspector (antonio.jenkins@guardiancrm.com) for approval.
5. Color/Style selections are to be signed and forwarded to the Housing Program Inspector no later than five (5) calendar days after the NTP takes effect.

COLORS AND STYLES TO BE LISTED IN THE GRID BELOW:

ITEM LOCATION	ITEM PRODUCT #	ITEM STYLE CODE	ITEM COLOR CODE
NA			

(NOTE: PLEASE MAKE A DUPLICATE COPY IF MORE SPACE IS REQUIRED. ALL COPIES MUST BE SIGNED)

The signatures on this document confirm acknowledgment of the above listed items:

Homeowner/Developer Signature: _____	Date: _____
Contractor Signature: <u>Donald Hunt</u>	Date: <u>07/08/22</u>
Housing Inspector Signature: _____	Date: _____

"EXHIBIT A"

COLUMBIA COUNTY
ARPA
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