



HURRICANE MATTHEW HOUSING REPAIR PROGRAM

HOMEOWNER/CONTRACTOR CONSTRUCTION AGREEMENT

This Construction Agreement (the “Contract”) is made and entered into on this ___ day of ___, by and between _____ (“Owner”) and _____ (“Contractor”).

Whereas the Contractor is to provide construction/repair services (the “Work”) to the property located at **PROPERTY ADDRESS** (the “Property”) and whereas, the Owner agrees to receive those services in accordance with this Contract (the “Project”).

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **CONTRACT DOCUMENTS.** The following documents are incorporated into this Contract by reference:
 - Hurricane Matthew Housing Repair Program Subrecipient Agreement
 - Hurricane Matthew Housing Repair Program Policies & Procedures
 - Hurricane Matthew Housing Repair Program Desk Procedures
 - Invitation to Bid: CF-00XX-XX
 - Duplication of Benefits Certification
 - Right of Entry & Consent for Repairs
 - Subrogation Agreement
2. **GRANT FUNDS AND ADMINISTRATION.** Community Development Block Grant – Disaster Recovery (CDBG-DR) funds are the primary source of funding for the Hurricane Matthew Housing Repair Program (the “Program”). The Florida Department of Economic Opportunity (DEO) received the CDBG-DR grant from the Department of Housing and Urban Development and the City of Jacksonville (the “City”) is one of the subrecipients of the grant. The City of Jacksonville – Neighborhoods Department – Housing and Community Development Division (“HCDD”) is responsible for the administration of this Program.
3. **GENERAL SCOPE OF WORK.** Contractor shall furnish all labor and materials and shall perform all work as set forth in the Final Scope of Work (includes Homeowner-Contractor Selection), attached hereto and made part of this Contract as **Exhibit “A”** (“Scope of Work”).
4. **CONTRACT PRICE.** The total cost to complete the work described in the Scope of Work is **CONTRACT PRICE PER BID AWARD LETTER** (“Contract Price”). Payments shall be made in accordance with Paragraph 5, Payment Procedures, and subject to Paragraph 6, Conditions of Payment.
5. **PAYMENT PROCEDURES.** Contractor may request up to four (4) draws per project. At least 20% of the work must be completed to receive first payment. A minimum of 10% of the total project cost will be retained for the final draw until all contract items are complete, all permits are final, and all requirements stated in Paragraph 6 have been satisfied.

For each draw, the Contractor must submit the following documents:

- Contractor Payment Request Form (with all required signatures)
- Partial/Full Release of Lien
- Valid Invoice

A Valid Invoice requires the following information:

- Name & Address of Contractor
- Name of Property Owner
- Address of Property
- Date of Invoice
- Date of Services
- Individual line items stating work **completed** and cost
- Total Amount Due (must match the amount on Payment Request)

Payment Requests will not be processed until such time that all documents submitted are accurate and complete and include all required signatures. Additionally, all work must be verified and approved as completed in accordance with all applicable codes and program standards by HCDD and/or the City of Jacksonville prior to processing.

6. **CONDITIONS OF PAYMENT.** The Contractor acknowledges and agrees that the City will not begin to process a payment request, nor will it be obligated to make disbursements, unless and until the following conditions are satisfied:
- a. There is no default under this Contract, the Note, or the Mortgage(s).
 - b. All required documents are submitted and are accurate and complete. This includes accurate calculations, invoice information and all required signatures (Owner must sign off on all Payment Requests).
 - c. All work included on invoice has been verified and approved by HCDD Staff.
 - d. HCDD has received any additional required documentation (at HCDD's option), which could include one or all of the following:
 - (1) Proof of paid and unpaid construction bills for materialmen and subcontractors which show full payment (except for holdbacks) of such bills then due and payable, except those covered under the current draw request.
 - (2) Lien waivers/releases from any potential lienor that has performed work on the Property.
 - (3) Any inspection reports, architectural certificates with respect to the stage of completion of the Project, and such other proof as the City may reasonably require establishing that construction progress has been made in compliance with the plans and specifications.
 - (4) The current status of accounts of Contractor and its subcontractors, materialmen, and laborers furnishing labor, materials, or services in the construction of the Project.

- e. The City will not be obligated to make the final disbursement unless and until it has received the following:
- (1) Approval by local governmental authorities having jurisdiction of the Property or the Project that the Project has been completed in accordance with all applicable laws, rules, ordinances, and regulations. All permits must be final by the Building Inspection Division.
 - (2) Advice from the City that the Project has been completed in accordance with the plans and specifications.
 - (3) Final lien waivers, Owner's and Contractor's affidavits required under Florida Construction Lien Law.
 - (4) A complete release of all liens arising out of the Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactorily to the City indemnifying the City against any lien arising under the Florida Construction Lien Law in connection with the Project.
 - (5) All roof or equipment warranties (provided to the Homeowner).
 - (6) If applicable, a satisfactory Wood Destroying Organism (WDO) Report from a licensed pest control agency.
 - (7) If applicable, a satisfactory Lead-Based Paint Clearance from a licensed lead inspector.
 - (8) All documents required by the Contract including completed HUD CPD Green Building Retrofit Checklist, Subcontractor Reports, Contractor Evaluations, etc.

7. **SCHEDULE AND PROGRESS REPORTS.** The Contractor shall submit a weekly Progress Report to the Rehabilitation Specialist (and copy the Program Manager) via email before 8:00 a.m. each Monday throughout the term of the Contract. The Progress Report shall include the following:

- Overview of communications with Owner
- Tentative schedule of services
- Status of permits & materials
- Status of work started/completed
- Any potential issues/delays

8. **GREEN BUILDING RETROFIT CHECKLIST.** Contractor is required to follow the HUD Green Building Retrofit Checklist to the extent feasible and applicable to the repair work undertaken. When older or obsolete products are replaced as part of the repair work, ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent, must be utilized. The Contractor must submit a completed Green Building Retrofit Checklist prior to receiving final payment.

9. **SUBCONTRACTORS AND SUBCONTRACTOR REPORT.** Contractor agrees that all subcontractors will be bound by the terms and conditions contained herein for all work completed in connection with this Project. Contractor will furnish, in writing, to HCDD, within thirty (30) days from the date of this Contract, a Subcontractor Report, providing the proposed subcontractor(s) for the principal portions of the Project. Contractor will not employ any subcontractor to whom the City may have a reasonable objection, nor will Contractor assign this Contract to any other contractor without the written consent of the City.

10. **CONTRACTOR EVALUATIONS.** Contractor Evaluations may be used to periodically assess the Contractor and provide feedback to the regarding the Project. The Contractor is required to **sign and return the Contractor Evaluation within forty-eight (48) hours** after it has been delivered.

11. **CHANGE ORDERS.** Except in an emergency endangering life or property, Owner and Contractor expressly agree that no material changes or alterations shall be made to the Scope of Work and/or the Contract Price without first submitting and receiving full approval of a Change Order. Contractor acknowledges that any work completed outside of the Scope of Work without first obtaining a fully approved Change Order may not be eligible for reimbursement. Contractor further acknowledges that a Change Order will not be approved to offset the Contractor's costs, if in the City's sole discretion, it determines that the Contractor has neglected to properly evaluate the extent of the rehabilitation work.

All Change Orders are subject to review for **necessity and cost reasonableness**. Contractors must sign the Change Order and obtain the Owner's signature prior to submitting it to the Rehabilitation Specialist. All Change Orders must be signed by both the Rehabilitation Specialist and the Program Manager to be considered fully approved.

Additionally, the Completion Date may not be changed without a fully approved Change Order. In the event of an "emergency," the Contractor must **immediately** notify the Rehabilitation Specialist and submit a Change Order within twenty-four (24) hours to be eligible for reimbursement. If the Rehabilitation Specialist cannot get to the property, the Contractor must provide proof of the "emergency" through date-stamped photos and/or videos. Only reasonable and necessary changes/charges will be approved.

Contractor Initials: _____

12. **NOTICE TO PROCEED AND REQUIREMENTS FOR WORK COMMENCEMENT.** Owner shall execute the Notice to Proceed (**Exhibit "B"**), authorizing the Contractor to proceed in accordance with the Scope of Work. Contractor shall commence work within ten (10) calendar days from the date of the executed Notice to Proceed. Failure to comply with the stated time requirement is a material breach of the Contract. If the Contract is terminated based on this Paragraph, neither the City nor the Owner shall be liable for any costs or expenses incurred by the Contractor through the effective date of termination.

13. **LIEN LAW.** Contractor agrees to provide Owner with lien releases from any potential lienor that performs work on the Property. Contractor agrees to protect, defend and indemnify the Owner and the City from any claims for unpaid work, labor, or materials with respect to the Work completed under this Contract. Final payment will not be issued until the Contractor has delivered a Final Release and Waiver of Lien for all work completed under this Contract.

14. **RESCISSION NOTICE.** Paragraph 12 is subject to the Rescission Notice, attached hereto as **Exhibit "C"**. If the Owner waives his/her right to rescind, then the time requirements stated in Paragraph 12 shall apply. If the Owner does not waive his/her right to rescind, then the ten (10) day requirements to either apply for a permit or commence work (if permit is not required) shall not begin until after the rescission period (three (3) business days) has expired.

15. **TIME OF PERFORMANCE.** Contractor agrees to satisfactorily complete all work on or before **MM/DD/YYYY** (the "Completion Date"). If completion is delayed for reasons not reasonably

foreseeable by the Contractor, the Contractor shall provide timely notice to the Owner and to HCDD via Change Order, stating the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate his claim by adequate documentation.

If Contractor fails to satisfactorily complete the work by the Completion Date (as extended, if applicable via fully executed Change Order only), Contractor shall pay to HCDD, a monetary penalty for each day beyond the determined completion date as follows:

- Day 1-30: \$25.00 per day
- Day 31-60: \$50.00 per day
- Day 61+: \$100.00 per day

Monetary penalties will be imposed via deduction(s) from payments made by the City. If the monetary penalties exceed the amount remaining on the contract, the Contractor is required to pay HCDD not covered by the amount remaining on the contract.

16. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS. The Contractor represents, warrants, and covenants the following:

- a. Contractor has inspected the Property and the Scope of Work accurately reflects the extent of the work needed as well as the cost to complete the stated work.
- a. Contractor acknowledges and agrees to be respectful and courteous toward the Homeowner and HCDD Staff or any other person or entity involved in the Project. The use of threats or intimidation towards anyone involved in the Program will not be tolerated and will be grounds for termination of the Contract.
- b. Contractor acknowledges and understands that unless the proper procedure outlined in Paragraph 11 is followed, no work outside of the Scope of Work shall be completed. Contractor acknowledges and agrees that the City shall have no obligation to pay for any work performed, labor or materials that is outside of the Scope of Work.
- c. Contractor understands and acknowledges that the City has the authority to reject work, which does not conform to this Contract, local municipal codes, the Program and/or industry standards.
- d. Contractor acknowledges and understands the Subrecipient Agreement between the City and DEO and that it understands and acknowledges all applicable CDBG-DR rules, laws and regulations and further acknowledges that it must adhere to all applicable Federal, State, and local codes, requirements, rules, and regulations.
- e. Contractor shall, at Contractor's expense (included in Contract Price), apply for and obtain all necessary building, occupancy and other government permits and licenses which are required in connection with the Work. The Contractor shall post all required permits at the Project site. Additionally, the Contractor shall submit a copy of the permit to the Rehabilitation Specialist as soon as it is obtained.
- f. Contractor is liable for all acts and omissions of all its employees, and all subcontractors, their agents and employees, and all other persons performing any Work on the Project. Contractor shall supervise and direct the construction of the Project using his/her best efforts and attention.
- g. Contractor shall not employ any person(s) on the Project who is unqualified or unskilled in their assigned tasks or duties. All work performed will be completed in a good workmanlike manner.

- h. That all materials, hardware and fixtures of whatever kind or nature installed or constructed on the Property by the Contractor are of good quality and free from defects.
- i. Contractor shall keep the Property free from accumulation of waste materials or rubbish caused by its work and upon completion, shall remove all construction debris and surplus material from the property and leave the property in a neat and broom clean condition.
- j. Contractor shall permit the City to examine and inspect the Work performed under this Contract at any reasonable time.
- k. Contractor shall furnish Owner with the names, addresses and telephone numbers of the firms to be contacted for service to any appliances or other equipment installed or repaired on the Property, and guarantees and warranties covering appliances and equipment installed or repaired under this Contract.
- l. Upon completion of the Project, Contractor shall provide evidence that all the work has been inspected and approved by the appropriate building officials.
- m. Contractor shall carefully inspect all work for completeness **prior** to requesting a final inspection. Contractor acknowledges that HCDD shall conduct one "final inspection" to create a short punch list, if required, and one follow-up inspection. A fifty (\$50.00) dollar fee will be assessed on each subsequent reinspection.
- n. **Contractor Default.** Contractor understands and agrees that failure to comply with any terms, conditions or requirements contained herein is a material breach of the Contract. If the City determines that the Contractor is in breach of the Contract, Owner and Contractor agree that the Owner, or the City on behalf of the Owner, will issue written notice of default, which shall specifically state the reason for default and demand to correct the act or omission causing the default. The Contractor shall have the opportunity to cure the default within five (5) calendar days from the date of the Notice and the City may withhold payment for labor and services while the Contractor is in default. If the default is not cured within five (5) calendar days or if the nature of the default is not curable, Contractor will be required to cease work on the Project and take all necessary steps to facilitate takeover of the project by a different pre-qualified contractor, who shall be selected by the City. In such event, the City shall withhold any payment for work already performed until the completing contractor has finished the project and has been paid in full. Any costs incurred to complete the project that are in excess of the value of the Contract Price between the Owner and Contractor shall be deducted from the balance owed to the Contractor at the time of default, if any.
- o. **Preconstruction Conference Certification.** Contractor hereby certifies that the pre-construction conference was held on the above-referenced date between the Contractor, the Homeowner(s) and HCDD staff. Contractor further certifies that he/she understands the procedures to be followed for progress reports, change orders, payment requests, etc. and work performed must meet the standards of performance required by HCDD, Program Guidelines and Federal Regulations.

Contractor Initials: _____

17. OWNER REPRESENTATIONS, WARRANTIES AND COVENANTS. The Owner represents, warrants, and covenants the following:

- a. Owner must cooperate with Contractor to facilitate the performance of the work including the removal and replacement of rugs, coverings, furniture, and clothing, if necessary. The Owner is responsible for removing all personal property and furniture from the Property at his/her own expense within ten (10) days from the date of this Contract or within a reasonable length of time otherwise agreed to in writing by the parties.
- b. If the City, or its designee(s), determine that the Scope of Work requires that the Property be vacant prior to work initiation, the Owner agrees to vacate the Property and provide access to the Property within thirty (30) days from the date of this Contract or within a reasonable length of time otherwise agreed to in writing by the parties. During this period, the Owner shall be responsible for removing all personal property and furniture from the Property at his/her own expense. The City and/or the Contractor will not be liable for any damaged or missing property that the Owner fails to remove or secure.
- c. Owner acknowledges and agrees to be respectful and courteous toward the Contractor, Subcontractors, HCDD Staff or any other person or entity involved in the Project. The use of threats or intimidation towards anyone involved in the Program will not be tolerated and will be grounds for termination of the Contract.
- d. Owner acknowledges and agrees that if he/she terminates this Contract without justification, that he/she shall reimburse the City for the portion of the Contract Price that was paid and/or is due to the Contractor for work completed through the date the Contract was terminated. The City shall provide an itemization of costs to Owner which shall become due and payable within ninety (90) days of invoice to Owner.
- e. Owner shall NOT give any direction to Contractor, subcontractors or any other person or entity regarding changes to the Scope of Work. Owner acknowledges and agrees that the City shall have no obligation to pay for any work performed, labor or materials that is outside of the Scope of Work.
- f. Owner shall permit Contractor the reasonable use of existing utilities such as electricity, heat, water, and sewage necessary for the completion of the Project.
- g. Owner shall properly use and care for the Property, including all equipment and appliances.
- h. Owner will allow Contractor access to the Property during usual working hours on regular workdays (i.e., Monday through Friday, 7:00 a.m. to 6:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m.). No work will be performed on Sundays unless mutually agreed upon by the Owner and Contractor.
- i. Owner acknowledges and understands that the assistance provided through the Program will be in the form of 0% interest loan.
- j. **Misrepresentation and Non-Compliance.** Owner hereby asserts, certifies, and reaffirms under the penalty of perjury that all representations and other information contained in the Owner's Hurricane Matthew Program application, certifications and any other document provided by the Owner to the City or its agents in connection with the Program, remains true, correct, and complete, to the best of the Owner's knowledge, as of the date of this contract. Owner affirmatively asserts that he/she has provided no false or misleading statements to the City or

its agents in connection to the Program. Owner acknowledges that all such representations and information have been relied upon by the City to provide the assistance through this Program.

Owner further acknowledges and confirms that he/she shall promptly notify the City, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Owner's representations or information untrue or incorrect or otherwise impair the Owner's ability to fulfill the obligations under this Agreement.

The Owner hereby certifies that the damage to the Property was directly caused by Hurricane Matthew. The Owner further certifies that he/she has disclosed all insurance, FEMA, SBA, and other proceeds and funds received from any governmental or private sources as compensation or assistance, or as grants to repair damages to the Property as a result of Hurricane Matthew. The Owner further acknowledges that if he/she makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the Program, the Owner may be subject to applicable civil and/or criminal prosecution by federal or State authorities.

k. **Owner Default.** Owner understands and agrees that failure to comply with any terms, conditions or requirements contained herein is a material breach of the Contract. If the City determines that the Owner is in breach of the Contract, the City will issue written notice of default, which shall specifically state the reason for default and demand to correct the act or omission causing the default. The Owner shall have the opportunity to cure the default within five (5) calendar days from the date of the Notice. If Owner fails to cure any such breach within five (5) calendar days or if the nature of the default is not curable, at its discretion, the City may take any or all of the following actions:

- (1) Stop work on the Property or direct the Contractor to stop work on the Property, either temporarily or permanently.
- (2) Demand reimbursement for all or a portion of the Contract Amount that was paid and/or is due to the Contractor for work completed.
- (3) Take legal action against the Owner for damages, injunctive and/or equitable relief.
- (4) Terminate the Contract.

l. **Preconstruction Conference Certification.** Owner hereby certifies that he/she participated in the pre-construction conference held on the above-referenced date prior to signing this Contract. Owner further certifies that he/she understands the terms of this Contract and that he/she has received adequate information and/or adequate clarification on any questions/concerns regarding the work to be completed, the role of HCDD staff, his/her responsibilities, and the Program in general. Owner further certifies that HCDD assumes no responsibility, nor does it warrant any of the work performed and/or completed under this Contract.

Owner(s) Initials: _____

18. RIGHTS OF THE CITY UNDER THE PROGRAM.

- a. HCDD personnel or other authorized representative(s) of the City shall perform periodic inspections of the Work while it is in progress to determine if it is proceeding in accordance with this Contract and to verify completion of work stated on Payment Request Form(s).
- b. The City shall not be liable for any work performed by the Contractor outside of the Scope of Work, unless a fully executed Change Order is approved prior to performance of the work. The City shall have no obligation to pay for the unauthorized work or materials.
- c. The City has the authority to reject work, which does not conform to this Contract, local municipal codes, or adopted program or rehabilitation standards.
- d. The participation of the City hereunder will in no way alter, amend, or impair the rights, duties and obligations of the Owner and Contractor to each other under this Contract. The assumption of any responsibility by the City in no way releases the Contractor or Owner of their responsibilities under this Contract, nor transfers any responsibility to the City for the performance of the services to be performed under this Contract.
- e. The City's failure to act with respect to any breach by the Owner and/or Contractor does not waive City's right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or protection.
- f. In addition to the City's rights in the event of a breach as outlined above, the City may also cancel this Contract if at any time the Owner fails to meet applicable Program Guidelines or due to the unavailability of program funds. In such case, the City shall provide a written notice detailing the reason for cancellation.

19. ABANDONMENT. The Contractor agrees and acknowledges that if the City determines in its sole discretion that no significant progress has been made on the Project for a period of fourteen (14) days, the Project will be deemed abandoned. In the case of abandonment, the Owner and/or the City on behalf of the Owner, shall issue a written notice of default for a material breach of this Contract based on abandonment. The Contractor shall have one (1) opportunity to cure the material default within five (5) calendar days of the notice of default. If the City determines that the Contractor has abandoned the Project a second time during the term of this Contract, this Contract shall terminate automatically, and the Contractor shall be prohibited from future participation in the Program.

20. INDEMNIFICATION. In consideration of the City financing the Project, the Owner and Contractor agree to indemnify, hold harmless and defend the City and its officials, agents and employees from and against all claims, actions, losses, damages, injuries, liabilities, costs, and expenses based upon injury or death to persons or damage to property arising out of, resulting from, or incident to this Contract, unless the same is occasioned by the sole negligence of the City. Contractor further agrees to indemnify the City pursuant to the indemnification provisions attached hereto as **Exhibit "D"**.

21. INSURANCE. Contractor shall procure and maintain the insurance coverages as set forth in the Invitation to Bid – CF-00XX-XX.

22. CORRECTION PERIOD. For good and valuable consideration, Contractor hereby agrees to provide a one (1) year Correction Period from the date of the Contractor's request for final payment,

which shall extend to subsequent owners of the Property. During the Correction Period, the Contractor shall fix any defective work at no cost to the City or the Owner.

The parties agree, however, that the Correction Period shall apply only to such deficiencies and defects as to which the Owner or subsequent owners have provided written notice to the Contractor, at his principal place of business, within one (1) year from the date of Contractor's request for final payment.

Further, the Owner and Contractor agree to the following:

- a. Homeowner shall contact the Contractor and explain the problem(s). Initial contact may be made via telephone; however, to have an effective claim, the Owner must provide written notice to the Contractor at his/her principal place of business, within one (1) year from the date of Contractor's request for final payment.
- b. Contractor agrees to respond to Homeowner's complaint within seven (7) days from receipt of the complaint (the date of written notice at the latest).
- c. Contractor agrees to schedule a specific date and time for the issues to be evaluated within seven (7) days from the complaint (the date of written notice at the latest).
- d. Contractor agrees to repair the defect within twenty-one (21) days from the date of evaluation; however, if the defect is deemed an emergency at the sole discretion of HCDD Staff, then the Contractor agrees to repair the defect within three (3) days from the evaluation.
- e. If the issue is not resolved, contact HCDD in the following order:
 - (1) Rick Reynolds, Rehabilitation Specialist – 904-255-8224
 - (2) Raelyn Means, Program Manager – 904-255-8245
 - (3) General HCDD Number: 904-255-8200.

23. RESOLUTION OF DISPUTES. All claims or disputes arising out of or related to this Contract shall be handled in accordance with the required process as outlined in the Subrecipient Agreement. The Owner, Contractor, and/or the City may request assistance from the City of Jacksonville's Office of the Ombudsman in resolving a dispute by contacting Angie Dixon, Ombudsman, by phone at 904-255-8713 or by email at adixon@coj.net.

24. ROOFING WARRANTIES. A five-year warranty will be provided on the labor for any roof installed, regardless of the material used. Additionally, a manufacturer's warranty (minimum of ten (10) years) will be provided on the materials. Contractor shall provide all information (including warranty length) for the manufacturer's warranty on the Certificate of Roof Installation & Warranty.

25. PROHIBITION OF KICKBACKS. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or

person to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against HCDD or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

- 26. INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OR PUBLIC BODY MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.** No member, officer, employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the Program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract to subcontract, or the proceeds thereof, for work to be performed in connection with the Program assisted under this Contract.
- 27. PROHIBITION OF BONUS OR COMMISSION.** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining city or county approval of the application for such assistance.
- 28. ACKNOWLEDGMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be binding and on undersigned notwithstanding any provision to the contrary contained in any instrument executed by the Owner.
- 29. ACCESS TO RECORDS.** Contractor will allow the United States Government or its designee to examine and inspect the rehabilitation work performed on the Property. The federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives will have access to the books, documents, papers, and records of Contractor which are directly pertinent to a specific grant or loan program for the purpose of making audits, examinations, excerpts and transcriptions. All such records will be maintained for a period of three (3) years from the completion of the Project.
- 30. GOVERNING LAW.** Determinations of the City shall be subject to the Program's complaint and appeal process, which shall be exhausted prior to any circuit court proceeding. This Contract shall be construed in accordance with and governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in Florida. Venue for any action arising in connection with this Contract shall lie in the jurisdictional courts of Duval County, Florida.

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CONTRACTOR AND OWNER(S) HEREBY ACKNOWLEDGE ACCEPTANCE OF THIS AGREEMENT:

HOMEOWNER SIGNATURE

Date

Address of property to be improved: _____.

GENERAL CONTRACTOR SIGNATURE

Date