



AGREEMENT FOR NEW CONSTRUCTION OF A SINGLE-FAMILY HOME - SHIP/HOME/CDBG

THIS AGREEMENT FOR NEW CONSTRUCTION OF A SINGLE-FAMILY HOME - SHIP/HOME/CDBG ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **CHEATARA TAYLOR** ("Owner"), and **ROBINROSE CONSTRUCTION, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 92-1097969) ("Contractor").

RECITALS:

WHEREAS, on October 9, 2025, City issued an Invitation to Bid ("ITB") for the provision of services related to the construction of a single-family home located at 725 SW 3rd Street, Ocala, Florida 34471, ITB No.: CDS/240715A (the "Solicitation"); and

WHEREAS, Eight (8) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Robinrose Construction, LLC, was found to be the lowest; and

WHEREAS, Robinrose Construction, LLC was chosen as the intended awardee for the construction of a single-family home located at 725 SW 3rd Street, Ocala, Florida 34471, (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A:	Scope of Work (A-1 through A-6)
Exhibit B:	Work Write Up (B-1 through B-6)
Exhibit C:	Building Plans (C-1)
Exhibit D:	Boundary Survey (D-1)

Exhibit E: Section 3 Compliance Forms (E-1 through E-7)

- B. If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit E; then (2) Exhibit A; then (3) Exhibit B; then (4) Exhibit C; then (5) Exhibit E.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
- A. **City of Ocala Rehabilitation Standards Manual** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/504/637545378827730000>;
 - B. **City of Ocala Metering Enclosure and Equipment Standards** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000>;
 - C. **Florida Building Code (Most Recent Edition)** available at:
<https://floridabuilding.gov/c/default.aspx>.
 - D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (latest edition)** available at:
<https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000>

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **ONE HUNDRED SIXTY-NINE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$169,500)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
- A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon the percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
 - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percentage of services

completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

- C. **Invoice Submission.** Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: Chris Lewis, E-Mail: clewis@ocalafl.gov Address: 201 SE 3rd Street 2nd Floor, Ocala, Florida 34471,**
 - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

- A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**
 - B. **All work shall be substantially completed by Contractor and ready for final payment in a manner satisfactory to the City Project Manager within THIRTY (120) days of the start date indicated on the Notice to Proceed.**
 - C. **Weather Days.** Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
 - D. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
 - E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
 - F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
 - G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
8. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice.
 - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

10. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.

- B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **OWNER'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
- B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
- C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
- D. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
- E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.

- F. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
- G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.
- H. **Homeowner's Insurance.** No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.
- I. **Lien on Property.**
 - (1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.
 - (2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.
 - (3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.
- 17. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.

- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
- L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
- M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow all inspections of all work by authorized personnel.

- N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
 - B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
 - C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
 - D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work for any reason.
19. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

21. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
22. **APPLICABLE FEDERAL PROVISIONS.**
- A. **Civil Rights Act of 1964.** Under Title VI of the 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.
 - B. **Equal Employment Opportunity.** Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - C. **Copeland Anti-Kickback Act.** Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - D. **Compliance in the Provision of Training, Employment, and Business Opportunities.** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of 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 thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
26. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly

required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or

other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers

harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.

45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Robinrose Construction, LLC
Attention: Loretta Jackson
129 Juniper Trail
Ocala, Florida 34480
Phone: 352-361-2791
E-mail: robinroseconstructionllc@yahoo.com

If to City of Ocala as Agent
for Owner:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate,

bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM ,OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
59. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



CONTRACT# CDS/240715A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By: _____
(Printed Name of Signatory)

City Council President

Date: _____

**Reviewed and Approved by Community
Development Services Department:**

ROBINROSE CONSTRUCTION, LLC

James Haynes, Director
Community Development Services

(Authorized Signatory)

Approved as to form and legality:

By: _____
(Printed Name of Signatory)

Title: _____
(Title of Authorized Signatory)

William E. Sexton, Esq.
City Attorney

Date: _____



CONTRACT# CDS/240715A

Witnesses for Property/Homeowner

PROPERTY/HOMEOWNER

Signature:

(Signature of First Witness)

(Signature of Property/Homeowner)

(Printed Name of First Witness)

(Printed Name of Homeowner)

(Signature of Second Witness)

Date:

(Printed Name of Second Witness)

BACKGROUND

1. Contractor shall construct a single-family residential home located at **725 SW 3rd St, Ocala, FL 34471-1559**. Contractor shall provide all labor, materials, and equipment necessary to perform these services.
2. All work shall be completed as outlined in **Exhibit A – Scope of Work, Exhibit B – Work Write-up, and Exhibit C – Building Plans**, and in strict accordance with the Current Florida Building Code. If any exhibits are ever in conflict with the Current Florida Building Code, the Building Code shall prevail. The City shall provide a copy of the digital plans, with the engineer's seal, to the Contractor.
3. All work shall be coordinated with the City Project Manager, Chris Lewis, 352-629-8333 or 352-425-7686, clewis@ocalafl.gov.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Building
 - Plumbing
 - Electrical
 - Mechanical
2. No work shall commence, nor will any permits be issued, until this Agreement has been approved and signed by all applicable parties.
3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
4. **Specifications:** All work shall be performed in compliance with the rehabilitation specifications and guidelines outlined in the Florida Building Code: <https://floridabuilding.org/c/default.aspx>
5. **Work Summaries and Reports:**
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Work Write-Up
 - c. Exhibit C – Building Plans
 - d. Exhibit D – Boundary Survey

ANTICIPATED TASKS

Anticipated Tasks: The Contractor shall perform the services in **Exhibit A – Scope of Work, Exhibit B - Work Write-Up, and Exhibit C – Building Plans** for the City. This list is not an attempt to exclusively define those specific activities the Contractor will perform.

PROJECT SUMMARY

1. This work includes but is not limited to the following:
 - Foundation
 - Plate Height

- Exterior Wall Construction
- Roof Pitch
- Roof Sheathing
- Roof Dry-in
- Eve Drip
- Shingles
- Shingle Color
- Vent Penetrations
- Fascia/Soffit
- Interior Studs
- Insulation
- Exterior Wall Finish
- Front Entry Ceiling
- Windows
- Entry Doors (Exterior Rated)
- Interior Doors
- Interior Trim
- Ceiling/Walls
- Electrical Service
- Meter Enclosure
- Smoke/CO Detectors
- Light/Fan Switches/Receptacles
- Lighting (Interior & Exterior)
- Ceiling Fan/LED Light Units
- Water and Sewer Connections
- Plumbing
- Kitchen
- Bathrooms
- Cabinets
- Closet Shelving
- Mechanical
- Flooring
- Bath Wall Tile
- Appliances
- Paint
- Concrete Driveway
- Sidewalk/ADA Ramps
- Landscaping

- House Numbers
- Mailbox
- Elevations

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this contract following policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. Contractor is responsible for purchasing the permits and ensuring that their sub-contractors purchase their required permits.
3. Contractor shall have the required permits (i.e.: building permit, plumbing permit, electrical permit, and mechanical permit) and other related documents properly displayed at the Project work site from the time work commences until all inspections have been properly approved and the Certificate of Occupancy has been given for the Project by the City's Growth Management, Building Division.
 - A. All electrical, plumbing, mechanical, and structural inspections shall be made by the City of Ocala Growth Management Department.
 - i. The Contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
 - ii. When calling for an inspection, Contractor will need the address, property owner's name, Contractor's name (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
 - iii. The City Project Manager shall sign each request for payment form as approved.
 - iv. When an inspection is called into the Growth Management Department before 9:00 AM, the inspections will be made by noon. All inspections called before 2:00 PM will be made by 5:00 PM.
 - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. Contractor shall have sufficient equipment to complete the work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall comply with all requirements and instructions of applicable manufacturers.
6. Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
7. Work shall be completed immediately.
8. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
9. Contractor is responsible for all wages, taxes, and workers' compensation of all employees.
10. Contractors are responsible for any damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed during the performance of services under this Agreement, the Contractor, at

their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

11. Contractor is responsible for producing the site plan. A hand-drawn site plan is acceptable. Contractor shall meet with the City Project Manager before submitting an approved site plan.
12. Foundation surveys will not be required. It shall be the Contractor's responsibility to ensure that the building is in the correct location according to the approved site plan.
13. **Please Note:** The construction documents submitted with the permit application shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn following an accurate boundary line survey. FBC 107.2.6

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP

1. Contractor shall provide on-site sanitary facilities as required by governing agencies.
2. **Waste/Debris:** Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
3. Contractor shall supply an appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Contractor shall conduct periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition. The work site shall be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, Contractor shall clean the entire work area/project site as applicable.
 - A. Contractor shall leave the work and adjacent areas affected in a clean condition satisfactory to the City Project Manager.
 - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore acceptably all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
 - C. Contractor shall broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
 - D. All furnishings and equipment shall be placed back in their original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work shall be properly licensed or qualified as required by this Agreement.

2. Contractor shall provide a valid telephone number, email, and address to the City Project Manager. The phone shall be answered during normal working hours, or voicemail shall be available to take a message.
3. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor shall each be promptly notified by the other of any complaints received.
4. Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and sub-contractors shall be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and Contractor shall have a qualified operator to maintain the care of the equipment. All operators shall be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible logo on the outside.
10. All employees shall wear a shirt with the company logo and/or a badge with picture ID, company name and employee name at all times.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of any subsequently issued agreement without written approval of the City.
2. Contractor shall perform a minimum of **30%** of the work with their forces.

SAFETY

1. Contractor is solely responsible for ensuring safety during construction and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Before final completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

5. The Contractor will exercise every necessary precaution for the safety of the property and the protection of any persons and/or property located adjacent to or making passage through said property. All claims and repairs shall be made promptly by the Contractor (within 48 hours).
6. In no event shall the City be responsible for any damage to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.

PROJECT CLOSEOUT

1. At project closeout and before final payment, Contractor shall submit to the homeowner a 3-ring binder to include:
 - A. Prime contractor's information with w/warranty
 - B. Sub-contractor information
 - C. Registered roof warranty and claim information
 - D. All owner manuals/instructions
 - E. All other warranty information
 - F. Color choices (**all color/product choices and/or changes to previously agreed-upon choices shall be done in writing**).

This work includes, but is not limited to, the following:

- **Foundation**-Slab height shall be a minimum 1' above base flood elevation. Contractor shall submit certificate verifying slab height.
- **Plate Height** – Eight feet (8') - Typical
- **Exterior Wall Construction** – CMU/stucco
- **Roof Pitch** – 5/12
- **Roof Sheathing** – ½" CDX or OSB
- **Roof Dry-In** – Code Compliant water/moisture barrier– 100% of Roof
- **Eve Drip** – 2" Aluminum drip-edge, Color shall be selected by Owner after full execution of this Agreement.
- **Shingles** – 30 year architectural, 130 m.p.h. rated (or better) Contractor shall provide written warranty, brand, model and color to Owner and City Project Manager following installation.
- **Shingle Color** – shall be selected by Owner after full execution of this Agreement.
- **Vent Penetrations** - 4"-6" bath vent boots (2 – sized per fan requirement), 8-10" range hood vent boot (1), ridge vent shall be "shingle over" ("cobra vent") style. Boots/vents shall be color matched to shingles.
- **Fascia / Soffit** – Aluminum, woodgrain fascia and vented aluminum soffit, typical. Color shall be selected by owner after full execution of this Agreement.
- **Interior Studs** – Wood / #2 spruce-stud spacing 2x4@16" o.c.
- **Insulation** – R-30 fiberglass batt in attic (min.), R-13-15 Fiberglass batt in exterior walls or ¾" R-MAX (masonry) equal/better
- **Exterior Wall Finish** – Fiber cement siding/paint(frame), Stucco/paint(masonry)
- **Front Entry Ceiling**- Exterior drywall w/knockdown texture
- **Windows** – Single hung, Colonial, white vinyl, Low-E, argon filled, with grids in the glass and screens, Energy Star Certified for Florida.
- **Entry Doors (Exterior Rated)** – Steel or fiberglass on rot-proof jams with rot proof exterior trim and stainless-steel security hinges, with door stops, ADA COMPLIANT THRESHOLD, typical
 - Front Entry – inswing – 3'-0" x 6'-8", 6-panel (or similar design) fiberglass or steel with fan Lite, Peephole Viewer, Model DS238, or equivalent and with Kwikset SmartKey Lever-style ADA Keyed-Entry lockset and matching deadbolt in Brushed Nickel or Oil Rubbed Bronze finish.

- Rear Entry - inswing – 3'-0" x 6'-8", 6-panel (or similar design) fiberglass with ½-light with up/down/tilt blinds in the glass with Kwikset SmartKey Lever-style ADA Keyed-Entry lockset and matching deadbolt in Brushed Nickel or Oil Rubbed Bronze finish.
- Storm Door – On front entry, install a full-light storm door with retractable window and screen. Use Larson Model # 14604032 OR substantially similar with all necessary hardware, matching front entry door hardware and color.
- **Interior Doors** – Colonial style, 6 panel wood grain, hollow-core, pre-hung with Kwikset, ADA - lever style hardware. Privacy locks shall be installed for bedrooms and bathrooms and passage into other rooms, in Brushed Nickel or Oil Rubbed Bronze to match entry doors and 2-1/4" Colonial casing, typical. All sizes per plan.
- **Interior Trim** – All interior trim styles to match. Colonial style finger-jointed, casing 2-1/4", base 3-1/4"
- **Ceiling/walls** – 1/2" gypsum lightweight ceiling board w/ knock down texture.
- **Electric Service** – Overhead, 200 AMP main minimum
- **Meter Enclosure** – Per NEC and OEU "Metering Enclosure and Equipment Standards"
- **Smoke/CO Detectors** – Smoke detectors must be hard-wired and interconnected with non-serviceable 10-year battery back-ups.
- **Light / Fan Switches/Receptacles** – Toggle style typical (white)
- **Doorbell**-Standard builder grade
- **Lighting** -ALL light fixtures and ceiling fans shall be ENERGY Star Certified, (4000K +/- unless otherwise specified)
 - **Exterior** – Provide LED motion security floodlights on each corner of the home. Front and rear shall be switched separately.
 - **Entry Doors** – Standard bracket mount fixtures with LED changeable type bulbs
 - **Recessed Exterior Fixtures** – Shall be "wet location" approved, LED with white trim.
 - **Interior** –
 - **Kitchen** – Recessed can fixtures shall be LED Energy Star Certified
 - **Kitchen / Dining Area** – LED Energy Star Certified area light suited for the location and service needed.
 - **Bathroom(s)** – shall have three (3) bulb tulip-style, LED fixtures or with changeable LED bulbs.
- **Ceiling Fan/LED Light Units** – 44-inch to 52-inch in bedrooms, 52-inch in living/family room and bedrooms
 - All fans shall have reverse air-flow option, minimum 3000 CFM capable air movement.

- All fans- Owner shall choose color
- All ceiling fan/lights shall have changeable-type LED Bulbs/fixtures.
- **Water and Sewer Connections** - Provide and install completely new connections to City of Ocala Water and Sewer connections.
- **Plumbing** – ¼-turn Stops - typical (kitchen sink, refrigerator/ice maker, dishwasher, bathroom vanities, toilets, laundry supplies and hose bibs)
 - **Kitchen:** Double basin stainless steel (33" X 22" X 8" deep)
 - Delta Classic Stainless 1-handle, high-arc faucet with separate pull-out sprayer
 - **Bathroom(s):** Delta Classic tub and/or shower valve w/ integrated stops
 - Delta Classic Chrome, single lever shower trim
 - Delta In2ition chrome shower head, mounter at 80" to 84" A.F.F. – typical with slide bar
 - (Model #75588 OR equal)
 - Delta Classic Chrome, Single lever Vanity Faucet – typical
 - Each tub/shower area to have recessed soap/shampoo niche shelves in each. Owner shall choose locations.
 - White, American Standard Cadet Series, 2-piece, ADA/Comfort/Right Height, "WaterSense Certified," 1.28 GPF, Elongated Toilets w/ seat and lid– typical both bathrooms
 - ADA grab bars w/ escutcheons (3) in all showers, tub/shower combos – 1 large 36"- 42" on back wall and 1 (each) 12"- 18" left and right sidewalls, vertical. Install adequate wood backing in Owner approved locations - typical
 - Install recessed, 3-shelf, mirrored medicine cabinets to the left or right of the vanity sink.
 - Install the wall mirror, centered above each vanity sink.
 - Install towel bars in tub/shower area(s), and on the wall of the bathroom(s)
 - Install toilet paper dispensers in most logical locations to service the commode in each bathroom
 - Install towel hook or ring next to the vanity sinks in most logical location(s)
- **Cabinets – All Cabinets shall be solid wood/plywood construction, w/pulls, handles or knobs as appropriate.**
 - Kitchen

- Lower cabinet units per plan, door and drawers, standard height. Cabinets shall contain 1 drawer stack.
- Upper cabinet units 30" +/- per plan w/matching box covering exhaust duct.
- Formica-type counter tops with integrated 4" backsplash per plans – typical(minimum)
- Bathroom(s)
 - Master 36" counter height with solid surface top and 18" oval or integrated vanity sink
 - Guest 36" counter height with solid surface top and 18" oval or integrated vanity sink
- **Closet Shelving** – ClosetMaid shelf type wire shelving typical in closets
 - All bedroom closets and above washer and dryer area ClosetMaid Shelf and Rod type
 - ClosetMaid pantry/close mesh type wire shelving typical in pantry/laundry/linen
- **Mechanical** – Split air source heat pump – minimum system requirements per current Florida Building Codes, - Mechanical and FBC, Energy Conservation Code Requirements
 - Illuminated, digital thermostat required, matched/compatible with HVAC system.
 - 16 SEER/SEER2 minimum rating
 - Secondary "wet-switch" in condensate line required.
 - AHRI Certificate and energy calculations and Manual D & J required. Contractor shall provide additional copies to City Project Manager.
 - In each bathroom – Provide and install "Delta Breez Green Builder," Model 80HLED (OR equivalent) bathroom exhaust fans with 4-inch semi-rigid aluminum duct to roof penetration. Fans shall be run on dedicated GFCI circuit with the LED light on a separate switch.
 - In Kitchen – Provide and install ridged metal duct for microwave/range hood ventilation through the roof to exterior.
 - In laundry install Dryerbox® type venting.
- **Flooring** – Waterproof vinyl plank flooring throughout. Owner shall select color from Contractor provided selections after full execution of this Agreement. Lighter colors are suggested.
 - Bathroom floors – waterproof vinyl plank flooring
 - Roll-in shower shall be porcelain or ceramic tile.
- **Bath Wall Tile** - Ceramic to the ceiling with bullnose trim floor to ceiling.
- **Appliances** – All appliances (Frigidaire equal or better) shall be Energy Star Certified (except range and microwave)

- **Appliances shall be black, white, or stainless**
 - Refrigerator/freezer, 20 c.f. or larger
 - 30-inch smooth-top, freestanding electric range with self cleaning oven
 - Dishwasher, top controls, provide all necessary power cords, drain, and supply hoses.
 - 30-inch, over-the-range microwave oven/vent hood, with exterior ventilation.
 - Range, refrigerator, dishwasher and microwave MUST be same brand/matching model line and finish color
- **Paint – All primer(s) shall be Sherwin Williams Multi-Purpose Interior/Exterior Latex Primer, equal or better. All interior paint shall be Sherwin Williams ProMar 200, low/no VOC OR equal or better. All exterior paint shall be Sherwin Williams SuperPaint equal or better. Paint shall be applied with enough coats, free of trash and debris, in a uniform film, to cover, mask or obscure the substrate to which it is applied, or the colors underneath. Contractor shall provide enough coats for complete and even coverage without bleeding. All paintable surfaces shall be primed and painted.**
 - Interior
 - Ceilings shall be flat white ceiling paint
 - Wet/damp areas shall be semi-gloss finish
 - All other areas shall be satin finish
 - All trim shall be gloss finish
 - Exterior
 - Ceilings (if paintable) shall be exterior rated, flat white ceiling paint
 - Walls shall be satin
 - All trim shall be gloss finish
- **Concrete Driveway** - Provide and install a new concrete driveway and apron, location to be determined. Approximate allowance of 750 square feet at 4" thick.
- **Sidewalk/ADA Ramps** – Provide a concrete ramp/walk from home to driveway, location to be determined. Shall not exceed 1:12 slope
- **Landscaping** – Provide a minimum of 6500 square feet of sod, Argentine Bahia, around home (to include right of way) after final grade. Sod shall be tightly laid and rolled. Any dead sod shall be replaced. Remainder of lot shall be seeded (Argentine Bahia seed), protected with hay, and watered until accepted. Standard USPS mailbox, black, on 4x4 pt post with house numbers on the side. For lots smaller than 6500 square ft, the entire lot shall be sodded.
- **House Numbers**-Code approved. Shall not be peel and stick type. In an approved location.

- **Elevations**-Finished floor elevation shall be minimum 1' above the highest spot in the road in front of the home. For flood zones, the elevation shall be minimum 1' above base flood elevation. Contractor shall include a survey of the finished floor elevation, proposed spot elevations and flow arrows in the site plan to indicate the direction of drainage flow. A final plot plan with finished floor elevation, spot elevations and flow arrows must be submitted to stormwater division before a Certificate of Occupancy is issued. Finished floor elevation should also show in relation to the crown of the road.

**Building Plans for this Project, titled “Single Story Family Home for Taylor Residence”
can be viewed and/or copied at 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471**

**The Boundary Survey for this Project can be viewed and/or copied at:
1805 NE 30th Avenue, Bldg. 700A, Ocala, Florida 34470.**

-COMPLIANCE FORMS PACKAGE-

SECTION 3 NEW RULE

24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

✱ New Requirements Summary	15
✱ Monthly Reporting Instructions	16
✱ Section 3 Business Self-Certification Forms	17
✱ Section 3 Individual Self-Certification Forms	18
✱ Hours Worked Reporting Form	19
✱ Acknowledgment Form	20

Note: Page numbers are a continuation of the full Policy Package. If you are receiving just this Compliance Forms Package with or in relationship to your contract work, do not be alarmed if the full Policy is not included. As a part of the full document, it is important to maintain the alignment.

The full Policy is located on the web at: www.ocalafl.gov/government/community-development-services

City of Ocala Per Funded Project "Section 3 Benchmarks" Requirement Summary

- * Twenty (20) percent or more of the total number of labor hours worked by all workers employed with Housing & Community. Development financial assistance projects are Section 3 workers; and
- * Five (5) percent or more of the total number of labor hours worked by all workers employed with Housing & Community. Development financial assistance projects are Section 3 workers;
- * There are No specific hiring or contracting goals or requirements under this new rule.
- * There is No Section 3 Business Preference under the new rule and no points awarded for being a Section 3 Business.
- * The rule requires that all persons and businesses being hired or contracted must be fully qualified to perform the work.

The two new categories of Section 3 are now referred to as:

- * Section 3 Worker - Any low or very low-income persons residing in the housing authority MSA
- * Targeted Section 3 Worker - Public Housing, Voucher Holder, YouthBuild participant

Contractors will provide these three (3) data sets to the City of Ocala within 45 days of the month after the hours have been worked by EVERY person that worked directly on the contract. No back-office staff hours are counted:

- * Total Hours Worked by all workers
- * Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- * Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

There are new definitions of how to be a Section 3 Business Concern:

- * It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- * Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- * It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old

MONTHLY REPORTING INSTRUCTIONS

STEP ONE

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

STEP TWO

Determine which workers qualify as Section 3 by having each complete a Section 3 Individual Low- Income Person Self-Certification Form. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is Voluntary:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

STEP THREE

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

Non-Targeted are those Section 3 qualified workers who are low-income and reside in the MSA.

Targeted are those Section 3 qualified workers who are current YouthBuild participants

STEP FOUR

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this months report only.

Submit the Section 3 Hours Worked Reporting Form on a monthly basis to the contact person noted on your reporting form below.

SECTION 3 BUSINESS

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	←
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____



Signature: _____

Date: _____

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name _____

Phone _____

Email _____

Address _____

City _____

County _____

State _____

Zip _____

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

☐ I am a low or very low-income person residing in the service area within a one mile radius of the project site

☐ My employer will certify that I am employed by a Section 3 business

☐ I am a current YouthBuild participant

☒ My Individual 2024 Income Did Not Exceed \$40,560

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual.

Signature: _____

Date: _____

SECTION 3

Required Hours Worked Reporting Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by _____ (company name) on the _____ contract including those meeting the Section 3 income requirements as low- or very low-income.

Section 3 Employees are now defined to as:

Section 3 Workers - Any low or very low-income persons residing within the project area, defined as a one-mile radius from the project center where a 5,000 person population is achieved.

Targeted Section 3 Workers - Current YouthBuild participants (If a program is active in the area)

If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it immediately.

All hours worked by everyone on the project must be reported monthly to:

James Haynes, Director, Community Development Services

City of Ocala

(O) 352-629-8312

jhaynes@ocalafl.org

Total Hours Worked by non-Section 3 staff

Total hours worked by all **Non-targeted** Section 3 employees

Total hours worked by all **Targeted** Section 3 employee

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

First Name

Last Name

Total Hours This Period

Are You Attaching any New Contractor or Resident Self-Certification Forms to this month's report? ☐ Yes or ☐ No

City of Ocala

Section 3 New Rule Contractor Acknowledgement
(Return this form with your Bid/Quote/Response)

Company Name: _____

Contract or Project Name: _____

Trade Work/Classification: _____

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.19 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract not including any back-office staff:

- ☐ Total Hours Worked by all employees (Section 3 and regular employees)
- ☐ Total Hours Worked by All **Non-Targeted Section 3 employees** (Low-Income persons residing within a one-mile radius of the project site)
- ☐ Total Hours Worked by All **Targeted Section 3 employees** are YouthBuild participants only

You are required to enter the names and hours worked by each Section 3 employee individually.

Signature: _____ Print: _____ Date: _____