

**AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION BETWEEN THE CITY OF  
OCALA THE HOMEOWNER AND THE CITY SELECTED CONTRACTOR**

THIS AGREEMENT is entered into this 8<sup>th</sup> day of November, 2017, by and between the CITY OF OCALA, a Florida municipal corporation ("City"), GERALDINE JACKSON 1917 SW 7<sup>TH</sup> Place Ocala, Florida 34471, PID: 2260-139-012 ("Owner") and BRUCE WAYNE WILEY LLC, a Florida registered Limited Liability Company (EIN:47-1267940), with offices/located at 12151 NE 52<sup>nd</sup> Place Road Silver Springs, Florida 34488 ("Contractor").

The City, Owner and Contractor hereto agree as follows:

1. **SERVICES.** Contractor will provide all materials, labor, and equipment to perform and complete all work required for the rehabilitation of the Owner's property located at: 1917 SW 7<sup>TH</sup> Place Ocala, Florida 34471 according to the work write-up and plans as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**.
2. **CONTRACT PRICE.** City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, the Total Bid Price in the amount of **\$31,304.00 (THIRTY ONE THOUSAND, THREE HUNDRED FOUR DOLLARS AND 00/100 CENTS)**. It is understood the amounts to be paid will be for satisfactory work actually completed rather than the estimated prices. Payments are to be made, at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.
3. **CITY RESPONSIBILITIES.**
  - A. The City will serve as agent for the Owner and administer this Agreement for the Owner as is necessary for the satisfactory performance of this Agreement.
  - B. The City will pay the Contractor on behalf of the Owner for satisfactory performance of the Agreement.
  - C. The City will require conformance by the Contractor with the terms and procedures set forth in this Agreement, to include the section labeled "Other Provisions."
  - D. The City's representatives 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, including by limited to Contractor default.

4. **CONTRACTOR'S RESPONSIBILITIES.**

A. **Worksite**

- 1) Contractor shall at all times while work is in progress have a competent resident job superintendent on the Worksite. The superintendent will be the Contractor's representative at the work site, and shall have authority to act on behalf of Contractor. All directions given to the superintendent shall be binding on the Contractor.
- 2) Contractor shall confine construction equipment, stored materials and equipment, and the operations of workers to only those areas prescribed by City. During the progress of the work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work,
- 3) 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. The Contractor shall restore to their original conditions those portions of the site not designated for alteration by the Contractor.

B. **Subcontractors.** Contractor shall be fully responsible for all acts and omissions of his Subcontractors and other persons and organizations directly or indirectly employed by them.

C. **Personnel.** The Contractor shall utilize competent employees in performing the work. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive and/or disorderly person in Contractor's employ. The City and the Contractor shall each be promptly notified by the other of any complaints received. Smoking is prohibited at Owner's premises and Contractor shall assure that Contractor's employees, subcontractors and subcontractor's employees abide by City's smoking regulations. All Contractor's and sub-contractors' 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 Rehabilitation Project Manager for purposes of this contract whose phone number is 352-629-8231.

- D. **Alcohol/Drug Use.** The 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 or the use of alcohol/drugs on the work site. The Contractor agrees to inform its subcontractors and employees of this policy. This policy is enforced at all times including lunch, and before and after working hours on the site. Violation of this policy by the Contractor, its employees, or subcontractors shall be grounds for immediate termination of the contract by the Owner, or the City.
  - E. **Working Hours.** Normal work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. Any changes in the work hours must be agreed to by the City, Owner and Contractor and any subcontractors.
  - F. **Signage.** Contractor shall not display any signs, posters, or other advertising matter in or on any part of the work or around the site thereof without the specific approval in writing by City.
  - G. **Permits.** The Contractor should promptly secure all necessary permits, inspections and approvals required and allow all inspections of all work by authorized personnel.
  - H. **Compliance/Safety.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. 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.
5. **HOMEOWNER'S RESPONSIBILITIES.**
- A. **Cooperation.** The Owner shall cooperate with the City and Contractor during the performance of work. The Owner designates the City as its acting agent to oversee, supervise and approve the Contractor's work and compensate the Contractor, when invoiced after the completion of rehabilitation.
  - B. **Access.** The Owner will grant access to the subject property. The Owner will continue to occupy said building or property during performance of the work, unless as otherwise

agreed by the City, Contractor, and Owner. The City will not be responsible for relocating Owner.

- C. **Personal Property.** The Owner agrees to remove personal property within the construction area so as to not interfere with progress of work. The Contractor shall have easy access in and around the rehabilitation areas for the operation of equipment needed for the performance of work. The Owner will permit necessary movement and replacement of rugs, furniture, and/or storage boxes by Contractor.
- D. **Pets.** The Owner shall secure all pets at a location that does not interfere with the construction process and to allow the Contractor to fulfill the requirements of the contract. Pets are the responsibility of Owner at all times.
- E. **Utilities.** The Owner shall furnish the use of electricity and water to the Contractor, at no additional cost to the Contractor or City, during the rehabilitation process.
- F. **Permission.** The Owner grants the City permission to reserve the right to photograph the rehabilitation process including the building or house for documentation, education and publicity purposes without additional compensation.
- G. **Color Coordination.** All colors shall be chosen by the Owner at the contract signing from the pre-selected colors provided by the Revitalization Strategies Department. This applies to all materials including, but not limited to; roofs; windows; interior and exterior paint; cabinets; flooring; plumbing fixtures; doors; trim; and appliances.
- H. **Storage.** The Owner will be responsible for obtaining any needed additional external storage for the storing of personal items during the rehabilitation process. The City will only provide reimbursement up to \$ N/A for storage and will not be liable for any damages to personal property.
- I. **Liability Insurance.** It is the Owner's discretion whether to obtain homeowner's insurance. It is advised by the City. The City will not be held liable for any damages.
- J. **Lien on Property.**
  - 1) The Owner agrees to remain in possession and occupancy of building and property for not less than fifteen (15) years from the date of this contract. Failure to comply within the provisions set forth constitutes a default and may result in

repayment/recapture of the loan. The lien period begins upon execution of this Agreement.

- 2) The Owner must sign a Deferred Mortgage Loan equal the total cost of rehabilitation set forth in the mortgage documents. The lien holder will be the City. In the event that such amount does not represent the final cost of the rehabilitation services, Owner will sign an amendment to the Deferred Mortgage Loan upon City's request.

K. **Hold Harmless.** The Owner agrees to indemnify and hold harmless the City and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by execution of work under this contract. The Owner agrees to pay reasonable attorney's fees if City is required to defend or prosecute any claim or action arising out of this contract not caused by act or omission on the part of City. It is understood that the Contractor is acting in the capacity of an independent Contractor with the respect to the Owner.

6. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference to the **Florida Building Code**, located at:

[https://www.floridabuilding.org/bc/bc\\_default.aspx](https://www.floridabuilding.org/bc/bc_default.aspx)

7. **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 Agreement occasioned by any act or omission to act by the City except as provided in this Agreement. The Contractor also agrees any such delay, inefficiency, or interference shall be accounted for only as an extension of additional time given to complete the work in accordance with the provisions in the standard specifications.
8. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
9. **CHANGE IN SCOPE.** Should the City and Contractor mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement. Pricing shall be based on unit prices set forth in this Agreement, when applicable.

10. **LIQUIDATED DAMAGES.** The Contractor shall pay the City **\$100.00 per day** that expires after the time specified for Substantial Completion until the Work is substantially completed. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by the City, the Contractor shall pay an additional **\$50.00 per day** for each calendar day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.
- A. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.
  - B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
  - C. The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.
11. **TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES.** Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.
12. **WARRANTY.**
- A. The Contractor warrants that all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the City all standard warranties of subcontractors, suppliers, and manufactures of all material, equipment or supplies manufactured, furnished or installed and provide said warranties to the City before final payment will be authorized.

- B. Contractor shall provide a one (1) year warranty on materials and a one (1) year warranty on labor. Contractor must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.

13. **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 this chapter 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.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

14. **CITY'S RIGHT TO WITHHOLD PAYMENT.** In the event City becomes informed that any representations of Contractor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums, then or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Contractor immediately in writing. Contractor will help effect resolution and will transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to the Contractor in accordance with the City's procurement policies.
15. **CONTRACTOR REPRESENTATIONS.**
- A. The Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
  - B. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
16. **EMERGENCIES.** In an emergency affecting the safety of life or property, the 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 Contract Project Manager. The Contractor shall file with the City Project Manager the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.
17. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Contractor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.



18. **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 Owner, Contractor, its agents, and employees.
19. **SAFETY/ENVIRONMENTAL.** Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Contractor shall make special 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. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping or irrigation systems caused by the delivery or removal of materials. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing lost, damaged, destroyed, or stolen. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
20. **OTHER PROVISIONS.**
- A. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights 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.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
  - C. **Copeland Anti-Kickback Act.** The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by Department of Labor regulations (29 CFR part 3).

D. Secretary of Housing and Urban Development. The Contractor will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of the Department issued thereafter prior to the execution of this Contract. The parties to contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

21. ADDITIONAL INSURED. The "City of Ocala" shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED" to General Liability and Business Automobile Liability.

22. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, 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.
- B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
- C. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.
- D. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110

SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

\*Non-rated insurers must be pre-approved by the City Risk Manager.

- E. Failure to Maintain Coverage. In the event Contractor shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this agreement, Contractor shall be considered to be in default of this agreement.

23. **LIABILITY INSURANCE.** General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence, shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

- 1) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- 2) Coverage B - shall include personal injury.
- 3) Coverage C - medical payment, is not required.

B. If the Comprehensive General Liability form is used, it shall include at least:

- 1) Bodily Injury and Property Damage liability for premises; operations; products and completed operations; independent contractors; and property damage resulting from explosion, collapse, or underground (XCU) exposures.

24. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by Contractor with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned, and hired automobiles.

25. **WORKERS' COMPENSATION.** Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident, and \$1,000,000 each employee, \$1,000,000 policy limit for disease. Contractor shall be responsible for ensuring any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

26. **RELATIONSHIP OF PARTIES.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Contractor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as City is and shall remain an independent contractor by reason of this Agreement.
27. **TERMINATION.** Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
28. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Contractor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Contractor including, but not limited to, any of the following:
- A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;
  - B. The Contractor provides material that does not meet the specifications of the Agreement;
  - C. Contractor fails to complete the work required within the time stipulated in the Agreement; and
  - D. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.
29. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue any and all remedies

available at law or equity, including termination of this agreement without further notice and all rights of Contractor hereunder. Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

30. **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.
31. **FORCE MAJEURE.** No party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
32. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
33. **RIGHT OF CITY TO TAKE OVER CONTRACT.** If the work to be done under this agreement shall be abandoned, or if said contractor shall become insolvent, or shall assign this contract or sublet the work hereunder without the written consent of the City, the Project Manager shall then have the power and right to place additional men and equipment on said work

and supply additional material, if necessary, and do such work as he may deem advisable for the completion of this contract. In determining the liability of the Contractor, under these circumstances, all sums actually paid for such completion shall be credited to the City, together with other elements of the damage above mentioned and certificate of the Project Manager as to the amount of such liability shall be final and conclusive.

34. **NON EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
35. **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.
36. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
37. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will 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.
38. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted Contractor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction

or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Contractor list.

39. **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
40. **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.
41. **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 59-6000392. Contractor doing business with City will 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.

42. **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.
43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into 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.
44. **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.
45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
46. **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 as a result of that party having been more involved in the drafting of the Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
48. **SECTION HEADINGS.** The section headings herein are included for convenience only and



shall not be deemed to be a part of this Agreement.

49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason 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.
51. **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.
52. **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. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
53. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below, and as referenced in Section 6: Project Specifications. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract

documents listed below.

If there is a conflict within the exhibits or project specifications regarding scope of service, the order of precedence is as follows: (1) Exhibit A, then (2) Project Specifications.


Exhibit A: Scope of Work

54. **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.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA:

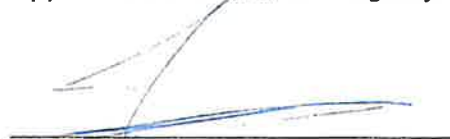
  
Angel B. Jacobs  
City Clerk




  
John Zobler, City Manager

Approved as to form and legality:

Bruce Wayne Wiley LLC


  
Patrick G. Gilligan  
City Attorney


  
Bruce W Wiley, Managing Member

Witnesses for Property/Homeowner:


Reviewed by Department:

  
Printed name Burnadine Rich

  
Melanie Gaboardi, Director  
Revitalization Strategies

  
Printed name Sharon Smith

PROPERTY/HOME OWNER:

  
Geraldine Jackson, Owner

**Exhibit A      RVS/17-033**

Vendor Name:		Bruce Wayne Wiley, LLC
Location:		Silver Springs, FL
ITEM NO.	DESCRIPTION	LUMP SUM COST
1	ROOF REPLACEMENT	\$6,100.00
2	SOFFIT AND FASCIA	\$1,908.00
3	HVAC SYSTEM	\$8,200.00
4	INSULATION	\$936.00
5	WINDOWS	\$6,200.00
6	ELECTRICAL	\$3,200.00
7	PRESSURE WASH / PAINT	\$3,120.00
8	PLUMBING	\$1,640.00
TOTAL BID AMOUT		\$31,304.00

## Exhibit A    RVS/17-033

Line Item	Description of Work	Location
1	<b>Roof Replacement</b>	
	<ol style="list-style-type: none"> <li>1) Tear off all roof surfaces to decking. Repair all areas with similar material (1x decking) as necessary.</li> <li>2) Contractor will provide up to 320 sq. ft. of deck material to replace any damaged or rotted wood, and will provide a cost of labor and materials for any unforeseen damage over 320 sq. ft., determined as a change order.</li> <li>3) Provide and install new aluminum Drip-Edge (Color – white)</li> <li>4) Provide and Dry-in with a code approved secondary water barrier.</li> <li>5) Provide and install dimensional shingles, with a minimum 30 year warranty, in a color similar to existing shingles.</li> <li>6) Provide and install all roof components, ridge vents (minimum 48 ft., in white), vent pipe and riser boots.</li> <li>7) Remove and dispose of all nails and debris.</li> <li>8) Provide home owner with roof warranty.</li> </ol> <p><b>**NOTE: New bathroom vent fan roof penetration</b></p>	
2	<b>Soffit and Fascia</b>	
	<ol style="list-style-type: none"> <li>1) Remove wood drip strip from fascia on gable ends.</li> <li>2) Repair wood (sub)fascia as needed.</li> <li>3) Install new aluminum soffit and fascia around perimeter of home, soffit should follow up the rake. (Color – white).</li> </ol>	
3	<b>HVAC</b>	
	<ol style="list-style-type: none"> <li>1) Provide and install all new supply and return ductwork and plenums as needed.</li> <li>2) Provide and install new heat pump HVAC System, minimum 14 SEER,</li> <li>3) Provide and install new digital thermostat.</li> <li>4) Provide and install new supply registers and return grills as needed throughout the home.</li> <li>5) Provide Home Owner with HVAC Warranty.</li> <li>6) <i>New HVAC System to be located INSIDE THE HOME and conditioned space, along the west wall, north of the screened porch area.</i></li> <li>7) <i>New HVAC System to be enclosed inside a newly fabricated closet space, to be approximately 80 inches wide (Wall to wall) with a pair of interior double doors (6'-0" x 6'-8") to allow for full access for future maintenance or replacement. Insulate this new wall for sound.</i></li> <li>8) <i>Provide for moisture sensitive shut-off switches, and condensate drains to exterior of home</i></li> </ol>	

<b>4</b>	<b>Insulation</b>	
1) Provide and install/upgrade insulation as needed to reach a minimum R-30. 2) <i>Contractor to utilize minimum, R-30 Fiberglass Batt Insulation throughout entire attic space</i>		
<b>5</b>	<b>Windows</b>	
1) Remove and dispose of all existing window units <i>and sliding glass door</i> 2) Provide, Install and properly seal new vinyl, fiberglass, or aluminum single hung vertical or horizontal roller, double insulated, Low-E windows ( <i>Color – White</i> ) 3) Repair openings (Interior and Exterior), sills and paint areas to match existing color when damaged or if/when opening must be modified for egress (Egress requirements are the responsibility of the contractor) 4) <i>Provide and install new sliding glass door (Color – White)</i>		
<b>6</b>	<b>Electrical</b>	
1) Provide and install new Main Service Disconnect panel <i>with breaker slots, and meter can with weather head</i> , for home, with separate circuits and wiring for new HVAC System 2) Provide and install new GFCI Outlets in the bathroom and kitchen. 3) <i>Check all outlets to confirm proper function and replace as needed, color to match</i> 4) <i>Replace any missing or broken outlet cover plates throughout home, color to match</i> 5) <i>Provide and install new ceiling fan with LED light kit, in Living Room, Owner to choose white or bronze following contract signing</i> 6) <i>Provide and install new 4 foot “cloud style” LED light in kitchen</i> 7) <i>Provide and install new bathroom vent fan/LED Light combo in bathroom. Vent through roof.**</i>		
<b>7</b>	<b>Pressure Wash / Paint</b>	
1) Pressure wash exterior of home. (No lead found) 2) Apply exterior paint to all exterior surfaces, excluding the aluminum fascia and soffit, color to match or similar to existing paint. 3) <i>Fill “stair-step” cracking and holes around exterior of home prior to painting</i>		

<b>8</b>	<b>Permits</b>	
<b>1) Contractor to provide all required permits</b>		
	<b>Plumbing</b>	
<b>1) Provide and replace water heater with a new unit as close in capacity to existing unit (40 gal. "Low-boy) as possible.</b> <b>2) Provide and install, new Delta single lever tub/shower valve, with chrome trims, tub spout and Delta hand shower in bathroom. (Cut out minimum amount of tile necessary to complete valve replacement and repair with white ceramic tiles in a symmetric layout)</b>		