

CONTRACT
BETWEEN
OWNER AND LICENSED PLUMBER/CONTRACTOR
FOR
SEWER CONNECTION SERVICES

THIS AGREEMENT is made this **1ST** day of **JUNE, 2020** by and between: **JOHN DOE** ("OWNER") and **NO NAME PLUMBING SERVICES,** ("LICENSED PLUMBER/CONTRACTOR").

W I T N E S S E T H :

WHEREAS, OWNER holds title to certain property located at **1000 EXAMPLE STREET, HOLLYWOOD, FL 33020** ("Property") and OWNER is required to hook-up to the City's public sewer system pursuant to Section 52.05 of the Hollywood Code of Ordinances; and

WHEREAS, OWNER has qualified under the City's Sewer Connection Program, ("**PROGRAM,**") for funding assistance to connect to public sewer system; and

WHEREAS, the **LICENSED PLUMBER/CONTRACTOR** is the person, firm or corporation, with whom the Agreement is being made directly and who is liable for the acceptable performance of the work described in this Agreement, and also for the payment of all legal debts pertaining to the Work; and

WHEREAS, LICENSED PLUMBER/CONTRACTOR is licensed by all necessary state and county entities to engage in the construction and contracting business; and

WHEREAS, OWNER is desirous of engaging and contracting with **LICENSED PLUMBER/CONTRACTOR** to perform the services; and

WHEREAS, LICENSED PLUMBER/CONTRACTOR is desirous of performing certain specified services for **OWNER;**

NOW, THEREFORE, the parties agree as follows:

Article I – GENERAL CONDITIONS

1.1 The contract documents consist of this Agreement (which includes the general conditions), supplementary terms and conditions, the drawings, specifications, all addenda issued prior to the execution of this Agreement, all amendments and change orders. . The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided herein necessary for the proper execution and completion of the Work and the terms and conditions for payment , and

includes all Work which may be reasonably inferred from the contract documents as being necessary to produce the intended results.

1.2 The contract documents shall be signed in triplicate by the **OWNER** and the **LICENSED PLUMBER/CONTRACTOR**. By executing the contract documents, the **LICENSED PLUMBER/CONTRACTOR** warrants represents that he/she has visited the site and familiarized himself/herself with the conditions under which the Work is to be performed.

1.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.4 **LICENSED PLUMBER/CONTRACTOR** shall furnish all material and labor required to rehabilitate, renovate, repair, and improve the **OWNER'S** Property as noted in bid specifications and plans dated **MAY 1, 2020**, a copy of which is attached and incorporated by reference as Exhibit "A".

1.5 **LICENSED PLUMBER/CONTRACTOR'S** time frame for completion of this Work is the number of calendar days stated on the Notice to Proceed.

Article 2 – PAYMENT

2.1. **LICENSED PLUMBER/CONTRACTOR** shall be paid for the completion of those items of Work set forth in Paragraph 1 above, subject to written and approved additions and/or deductions by a change order as provided under the contract, in current funds, the sum of **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)**. Said monies shall be paid by a check drawn on the Finance Department, City of Hollywood. Said check shall be in the name of the **LICENSED PLUMBER/CONTRACTOR** only and shall be payable from construction monies held in escrow for the account of **OWNER**, and payment shall be according to the following terms and conditions.

2.2 Payment upon completion of Work to **LICENSED PLUMBER/CONTRACTOR** shall be based upon the following: **LICENSED PLUMBER/CONTRACTOR** and **OWNER** shall jointly submit an Application for Payment along with the **LICENSED PLUMBER/CONTRACTOR's** invoice, W-9, Certificate of Completion, Termination of Notice of Commencement, closed permits (Front and Back of Card), Final Release of Lien, Subcontractor Release of Lien (if applicable), Contract for payment along with documentation substantiating that the Work has passed all inspections, the Certificate of Completion, releases from any subcontractors. The Division of Community Development may authorize payment

without **OWNER'S** release if it is determined that the OWNER is unreasonably withholding payment to the **LICENSED PLUMBER/CONTRACTOR** who has performed the Work in accordance with the bid specifications and all permitting and inspections have been approved and a Certificate of Completion has been issued.

2.3 Payment may be withheld on account of any of the following, without limitation: (1) defective Work not remedied upon a request to do so; (2) claims filed; and (3) failure of **LICENSED PLUMBER/CONTRACTOR** to make proper payments to subcontractors or for labor, materials or equipment or unsatisfactory prosecution of the Work by the **LICENSED PLUMBER/CONTRACTOR**. A withheld payment may be used to remedy any of the above-mentioned conditions. The Division of Community Development shall not be held liable for any amounts exceeding funds available from the **OWNER'S** account.

Article 3 – OWNER

3.1 The **OWNER** shall furnish all surveys, unless otherwise stated in the bid specifications.

3.2 The **OWNER** shall secure the release of all easements for permanent structures or permanent changes in existing facilities, and shall be responsible for obtaining any necessary zoning variances.

3.3 The **OWNER** agrees that neither he nor the members of his family, tenants, agents, or employees will hinder the **LICENSED PLUMBER/CONTRACTOR** in his Work.

Article 4 – LICENSED PLUMBER/CONTRACTOR

4.1 The **LICENSED PLUMBER/CONTRACTOR** shall supervise and direct the Work using **LICENSED PLUMBER/CONTRACTOR'S** best skill and attention. The **LICENSED PLUMBER/CONTRACTOR** shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

4.2 Unless otherwise specifically noted, the **LICENSED PLUMBER/CONTRACTOR** shall provide for and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, permits, and other facilities and services necessary for the proper execution and completion of the Work.

4.3 The **LICENSED PLUMBER/CONTRACTOR** shall at all times enforce strict discipline and good order among **LICENSED PLUMBER/CONTRACTOR'S** employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned.

4.4 The **LICENSED PLUMBER/CONTRACTOR** warrants to the **OWNER** and the City of Hollywood that all materials and equipment incorporated in the Work will be

new unless otherwise specified, and that Work will be new unless otherwise specified, and that all Work will be good quality, free from faults and defects and conform to the Contract Documents. All Work not conforming to these standards may be considered defective.

4.5 The **LICENSED PLUMBER/CONTRACTOR** shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees, and licenses necessary for the execution of the Work.

4.6 The **LICENSED PLUMBER/CONTRACTOR** shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the City of Hollywood, Division of Community Development if the drawings and specifications are at variance therewith.

4.7 The **LICENSED PLUMBER/CONTRACTOR** shall be responsible for the acts and omissions of all **LICENSED PLUMBER/CONTRACTOR'S** employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the **LICENSED PLUMBER/CONTRACTOR**.

4.8 The **LICENSED PLUMBER/CONTRACTOR** shall review and submit all samples and shop drawings as directed for approval of all City of Hollywood Departments and the homeowner. The Work shall be in accordance with approved samples and shop drawings and all applicable codes.

4.9 The **LICENSED PLUMBER/CONTRACTOR** shall at all times keep the premises free from accumulation of waste materials and rubbish caused by his operations. At the completion of the Work, **LICENSED PLUMBER/CONTRACTOR** shall remove all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the premises "broom clean" or its equivalent, except as otherwise specified.

4.10 The **LICENSED PLUMBER/CONTRACTOR** shall indemnify and hold harmless the **OWNER** and the City of Hollywood and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, including any such claim, damage, loss or expense for bodily injury, or property damage caused in whole or in part by any negligent act or omission of the **LICENSED PLUMBER/CONTRACTOR**, or any Subcontractor, or anyone directly or indirectly employed by one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

4.11 The **LICENSED PLUMBER/CONTRACTOR** and the **OWNER** will not discriminate against any employees, applicants for employment or subcontractors on the basis of race, creed, color, religion, sex, age, familial status, handicap or national origin.

4.12 The **LICENSED PLUMBER/CONTRACTOR** agrees to perform all Work in an occupied building, if necessary.

4.13 The **LICENSED PLUMBER/CONTRACTOR** shall furnish copies of any receipts for materials to the **OWNER** of properties located within a designated Enterprise Zone to facilitate the **OWNER'S** application for Building Material Sales Tax Refund.

Article 5 – SUBCONTRACTS

5.1 A Subcontractor is a person who has a direct contract with the **LICENSED PLUMBER/CONTRACTOR** to perform any of the Work at the site.

5.2 The **LICENSED PLUMBER/CONTRACTOR** shall not employ any Subcontractor to whom the City of Hollywood Division of Community Development or **OWNER** may have a reasonable objection. Contracts between the **LICENSED PLUMBER/CONTRACTOR** and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of the Agreement insofar as applicable.

Article 6 – TIME

6.1 All time limits stated in the Contract Documents are of the essence of the Contract.

6.2 If the **LICENSED PLUMBER/CONTRACTOR** is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the **LICENSED PLUMBER/CONTRACTOR'S** control, or by any cause which the City may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable times as the City's Division of Community Development may determine. If the Division of Community Development does not consider the delay to be reasonable or unavoidable, liquidated damages of \$50.00 per day beyond the completion date provided in the Notice to Proceed may be assessed the **LICENSED PLUMBER/CONTRACTOR**. Said liquidated damages may be deducted from Contract sum and withheld from any payment due **LICENSED PLUMBER/CONTRACTOR**. The determination to assess any liquidated damages shall be made solely by the Division of Community Development.

ARTICLE 7 – PROTECTION OF PERSONS AND PROPERTY

The **LICENSED PLUMBER/CONTRACTOR** shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. **LICENSED PLUMBER/CONTRACTOR** shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees on the Work and other persons who may be affected therein; (2) all the Work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. **LICENSED PLUMBER/CONTRACTOR**

shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

Article 9 – LICENSED PLUMBER/CONTRACTOR'S LIABILITY INSURANCE

The **LICENSED PLUMBER/CONTRACTOR** shall purchase and maintain such insurance as will protect him from claims under Workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the **LICENSED PLUMBER/CONTRACTOR'S** operations under this Contract, whether such operations by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than what the City of Hollywood requires for both personal injury and property damage coverage or as required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the **LICENSED PLUMBER/CONTRACTOR'S** obligations under the Contract. Certificate of such insurance shall be filed with the City's Division of Community Development .

Article 10 – OWNER'S LIABILITY INSURANCE

The **OWNER** shall purchase and maintain his own liability insurance for the duration of the construction.

Article 11 – CHANGES IN THE WORK

11.1 The **OWNER** and the Division of Community Development without invalidating the Contract may order changes in the Work consisting of additions, deletions, or modifications with the Contract Sum adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the **OWNER**, the **LICENSED PLUMBER/CONTRACTOR** and the City. In the event there are additional changes for unforeseen problems, the City may authorize the **LICENSED PLUMBER/CONTRACTOR** to proceed with the Work providing the amount of the changes DO NOT exceed the **OWNER'S** approved loan amount.

11.2 The Contract Sum and the Contract Time may be changed only by Change Order.

11.3 The cost or credit to the **OWNER** from a change in the Work shall be as determined by mutual agreement of the **OWNER**, the **LICENSED PLUMBER/CONTRACTOR**, and the Division of Community Development .

Article 12 – CORRECTION OF WORK

The **LICENSED PLUMBER/CONTRACTOR** shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the date of the final inspection and the specified time for roofing work; or within such longer period of time as may be prescribed by law or by terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the **LICENSED PLUMBER/CONTRACTOR**.

Neither the Community Development Division, nor the LICENSED PLUMBER/CONTRACTOR, is required to address any complaint lodged by OWNER that is not directly related to the Work that was done, or a complaint about Work that is no longer under warranty.

Article 13 – WRITTEN NOTICE TO PROCEED

The **LICENSED PLUMBER/CONTRACTOR** shall not begin the Work to be performed until receipt of written Notice to Proceed issued by the Division of Community Development .

ARTICLE 14 – TERMINATION BY THE OWNER

If the **LICENSED PLUMBER/CONTRACTOR** defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the **OWNER** may, after seven days written notice to the **LICENSED PLUMBER/CONTRACTOR** and the Division of Community Development and without prejudice to any other remedy he/she may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the **LICENSED PLUMBER/CONTRACTOR** or, at his/her option may terminate the Contract, and may finish the Work by whatever method **LICENSED PLUMBER/CONTRACTOR** and Division of Community Development deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the **LICENSED PLUMBER/CONTRACTOR**, but if such expenses exceeds the amount remaining in the **OWNER'S** account, the **OWNER** will be responsible for the difference.

In no instance will the LICENSED PLUMBER/CONTRACTOR be liable for more than the original contract price.

Article 15 – CONFLICT OF INTEREST

The **OWNER** and **LICENSED PLUMBER/CONTRACTOR** further state that, to the best of their knowledge, no member of the Division of Community Development and no other officer, employee, or agent of the City of Hollywood who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains has any personal interest, direct or indirect, in the Contract.

Article 16 – FEDERAL REQUIREMENTS: SECTION 3 CLAUSE

16.1 The Work to be performed under this Contract is on a project assisted either under a program providing direct State assistance from the Florida Housing Finance Agency or direct Federal financial assistance from the Department of Housing and Urban Development. All Division of Community Development projects will uniformly comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16.2 The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

16.3 The **LICENSED PLUMBER/CONTRACTOR** will send to each labor organization or representative of the workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

16.4 The **LICENSED PLUMBER/CONTRACTOR** will include this Section 3 clause in every subcontract for Work in connection with the project and will, at the direction of the applicant for or recipient of State/Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by Secretary of Housing and Urban Development, 24 CFR. The **LICENSED PLUMBER/CONTRACTOR** will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 , and will not let any subcontractor unless the subcontractor has first provided him with a preliminary statement of ability to comply with these regulations.

16.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the State/Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which State/Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Article 17 – FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Contract, the **LICENSED PLUMBER/CONTRACTOR** agrees as follows:

17.1 . The **LICENSED PLUMBER/CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, familial status, handicap or national origin. The **LICENSED PLUMBER/CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, age, familial status, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **LICENSED PLUMBER/CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

17.2 . The **LICENSED PLUMBER/CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **LICENSED PLUMBER/CONTRACTOR**, state that all qualified applicants will receive considerations for employment without regard to race, creed, color, religion, sex, age, familial status, handicap or national origin.

17.3 . The **LICENSED PLUMBER/CONTRACTOR** will send to each labor union or representative or Workers with which he has collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the **LICENSED PLUMBER/CONTRACTOR'S** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicant for employment.

17.4 . The **LICENSED PLUMBER/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.

17.5 . The **LICENSED PLUMBER/CONTRACTOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

17.6 . In the event of the **LICENSED PLUMBER/CONTRACTOR'S** noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the **LICENSED PLUMBER/CONTRACTOR** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

17.7 . The **LICENSED PLUMBER/CONTRACTOR** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **LICENSED PLUMBER/CONTRACTOR** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **LICENSED PLUMBER/CONTRACTOR** becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the **LICENSED PLUMBER/CONTRACTOR** may request the United States to enter into such litigation to protect the interest of the United States.

Article 18 - CITY OF HOLLYWOOD

The City agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that because the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of **LICENSED PLUMBER/CONTRACTOR** and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a **LICENSED PLUMBER/CONTRACTOR** debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **LICENSED PLUMBER/CONTRACTORS** and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Sub-part D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 19 – FEDERAL LEAD-BASED PAINT REGULATIONS

The use of lead-based paint on applicable surfaces of any structure being installed as part of this Sewer Connection Program is prohibited. Lead-based paint means any paint containing more than 5/10 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied. Applicable surfaces shall include all interior surfaces and those exterior surfaces which are readily accessible to children under seven years of age.

Signed in the Presence of:

OWNER

_____ By: _____

_____ By: _____

Signed in the Presence of:

LICENSED PLUMBER/CONTRACTOR

_____ By: _____

Print Name: _____

Title: _____

Name of Company: _____