

# Construction Agreement

This Construction Agreement (the “Contract”) is a fixed-sum contract for the construction of improvements to a residence between «**Contractor\_Name**», hereinafter called “**CONTRACTOR**,” and «**Joined\_Client\_Names**», hereinafter called “**OWNER**.”

## A. LIEN LAW.

**CONTRACTOR** agrees to provide **OWNER** or **OWNER’S** designee with lien releases from any potential lienor that performs work on **OWNER’S** property, as a condition precedent to **CONTRACTOR’S** receipt of each progress payment as well as the final payment.

## B. CONTRACT DOCUMENTS.

This Contract between **OWNER** and **CONTRACTOR** is made up of the following orders and all said documents are incorporated into this Agreement by this reference:

This Construction Agreement  
Drawings and architectural plans (If applicable)  
Final Scope of Work  
Fully executed written Change Orders (see form *Exhibit A*)  
Statutory Lien Notice (see form *Exhibit B*)

## C. GENERAL SCOPE OF WORK & TIME FOR COMPLETION.

**CONTRACTOR** shall furnish all of the labor and materials and shall perform all of the work as set forth in the Drawings and Specifications (if applicable) and the fully executed Final Scope of Work. The Drawings and Specifications, as well as any fully executed written change orders cover all items of work, including the services, labor and materials needed for the scope of work for the residence on the following real property with an address of:

«*Project\_Address*»; «*PA\_City\_St\_Zip*» («*Parcel\_*»)

**OWNER** represents that the fee simple title to this property is with **OWNER** prior to and on the date of commencement of improvements to this residence made pursuant to this Contract. **CONTRACTOR** agrees to diligently pursue the work under this Contract, and that all work performed will be of a quality that reflects at least, the usual and customary standard for the industry in Volusia County, Florida.

The project will commence on the date of the notice to proceed issued by the County. The **CONTRACTOR** shall ensure completion of construction within «*Construction\_Time*» calendar days from the issuance of the permit by the authority having jurisdiction. Final project completion shall not exceed «*Completion\_Time*» calendar days from completion of construction.

The completion of construction is evidenced by the issuance of the certificate of occupancy or the finalized permit by the authority having jurisdiction. Final project completion is evidenced by the completion of construction, any punch list items identified by the County have been satisfied, demobilization and site restoration has occurred, and any warranties and full access to the property have been provided to the **OWNER**.

The time for completion may be extended by a fully executed written change order.

D. CONTRACT PRICE.

The total Contract Price which **OWNER** (via disbursement of funds from government grant program) pays **CONTRACTOR** for the work under this Contract is the fixed amount of \$«Bid\_Amount». **OWNER** and **CONTRACTOR** may NOT agree to deviate from the plans and specifications or to change the scope of the **CONTRACTOR**'s work without the written consent of County of Volusia Community Services Department ("County"), via a fully executed change order. **OWNER** shall NOT give any direction to **CONTRACTOR** or any subcontractors, sub-subcontractors or material suppliers regarding changes to the scope of work. County shall not be responsible for funding the cost of any work outside the scope of work agreed to in advance by the County pursuant to the terms of a separate agreement titled, Housing Rehabilitation Funding Agreement. If **CONTRACTOR**, his subcontractors, sub-subcontractors or material suppliers perform any labor or supply any materials outside the scope of work without a fully executed change order, the **OWNER** and County shall have no obligation to pay for the unauthorized work or materials.

E. METHOD OF PAYMENT.

**OWNER** (via disbursement) agrees to pay **CONTRACTOR** pursuant to the draw schedule established between Volusia County and **CONTRACTOR**.

Change orders shall be paid no later than 90 days after fully executed by the **CONTRACTOR**, **OWNER**, and County.

F. PERMITS AND LICENSES.

**CONTRACTOR** shall, at **CONTRACTOR**'s expense (included in Contract price), apply for and obtain all necessary building, occupancy and other government permits and licenses which are required in connection with the work. The **CONTRACTOR** shall apply for the permit within 14 calendar days from the date of the notice to proceed issued by the County; or within 30 calendar days of the notice to proceed if the project is a reconstruction.

G. ALLOWANCES.

All prices listed in the Contract are fixed price and are not to be considered "allowances." Any cost increase or decrease must be documented in a fully executed written change order.

H. CONTINGENCIES.

This Contract is contingent upon the permitting / plan approval by Volusia County and any other government agency having jurisdiction (AHJ) and any applicable home owner association rules, bylaws or deed restrictions. Performance of this Contract by either party is contingent upon execution of a Housing Rehabilitation Funding Agreement by the **OWNER**, the **CONTRACTOR**, and the County of Volusia. Performance of this Contract is contingent upon the occurrence of a closing to be scheduled by the County of Volusia, and the **OWNER**.

I. COMPLIANCE WITH INCORPORATED CONTRACT DOCUMENTS.

This Contract is also contingent upon **OWNER** and **CONTRACTOR** compliance respectively with all terms and conditions of the documents incorporated by reference in Paragraph B, above, which are incorporated in this Contract and executed by the parties.

J. NOTICE.

**OWNER** acknowledges and agrees that **CONTRACTOR**'s responsibility is limited to the scope of work defined in the Contract documents and compliance with applicable building codes. There may be elements of the residence that are in need of some degree of repair or replacement that were not included in the scope of work and **CONTRACTOR** has no obligation to perform any work that is not specifically identified in the Contract.

K. WARRANTY.

**CONTRACTOR** shall provide a full one-year warranty to the **OWNER**, which shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the **CONTRACTOR** and its subcontractors and other agents are of good quality and free from defects in workmanship or materials. Deficiencies, subject to the warranty set forth in this paragraph, shall apply only to such deficiencies and defects as to which Owner shall have given written notice to the **CONTRACTOR** at its principal place of business within one (1) year from the date of **CONTRACTOR'S** request for final payment stating that all work under contract has been completed.

**OWNER UNDERSTANDS AND AGREES THAT THE AFOREMENTIONED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED AT LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES FOR HABITABILITY, AND THAT WITH THE EXCEPTION OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS DOCUMENT, ALL OTHER WARRANTIES ARE WAIVED. OWNER** understands and agrees that none of their rights pursuant this Contract are assignable.

L. POSSESSION.

The **OWNER** may be required, as defined in the Scope of Work, to move out of the property during construction for safety purposes. It is the **OWNER'S** responsibility to pay for all costs associated with alternative living arrangements. The **CONTRACTOR** will be required to pay for moving and storage of the **OWNER'S** personal property and furnishings during the project to the extent any moving and storage is required, as defined in the Scope of Work. If **OWNER** is required to move out of the residence during performance of the work, **OWNER** agrees not to occupy the property until **CONTRACTOR** has acquired a certificate of occupancy or passed a final inspection unless otherwise notified by **CONTRACTOR** that **OWNER** may resume occupancy earlier.

M. CHOICE OF LAW AND VENUE.

This Contract shall be construed in accordance with the laws of the State of Florida. The parties agree that venue lies exclusively in Volusia County, Florida.

N. CONSTITUTES ENTIRE AGREEMENT.

The Contract Documents constitute the entire agreement between the parties, and any oral or written communication between the parties prior to executing this document are presumed to be incorporated herein or purposely disregarded.

O. CONTROL OF DISBURSEMENTS- PAYMENT

The **OWNER** and **CONTRACTOR** acknowledge that the scope of work to be performed pursuant to this Contract shall be funded exclusively by funds provided pursuant to the terms and conditions of a separate legally binding document titled the Housing Rehabilitation Funding Agreement.

*P. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND SECTION 489.1425.*

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

1940 N. Monroe Street  
Tallahassee, Florida 32399  
850-487-1395

*Q. Ch. 558 Notice of Claim*

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

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IN WITNESS THEREOF, the parties hereto have caused these present to be executed in their respective names, on the date first below written.

**HOME OWNER(S)**

\_\_\_\_\_  
Signature of Owner #1

«Client\_Name\_1»

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Owner #2

«Client\_Name\_2»

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Owner #3

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me personally appeared:

«Joined\_Client\_Names» who executed the foregoing instrument in my presence and is either personally known to me or provided \_\_\_\_\_ as identification.

Witness MY HAND and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Signature

Property address: «Project\_Address»  
«PA\_City\_St\_Zip»

IN WITNESS THEREOF, the parties hereto have caused these present to be executed in their respective names, on the date first below written.

**CONTRACTOR**

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me personally appeared \_\_\_\_\_ who executed the foregoing instrument in my presence and is either personally known to me or provided \_\_\_\_\_ as identification.

Witness MY HAND and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Signature

Property address: «Project\_Address»  
«PA\_City\_St\_Zip»

Number \_\_\_\_\_

Construction Agreement Exhibit A  
**CHANGE ORDER**

This document reflects a change in the scope of the work under a construction contract entered into by **CONTRACTOR** and **OWNER** for work performed on real property described in the Construction Agreement executed by the **OWNER** and **CONTRACTOR** and funded by the **COUNTY**. The Parties agree to change the scope of the work as follows:

This change results in an additional amount due from **OWNER (via COUNTY)** to **CONTRACTOR** of \$ \_\_\_\_\_.

This change results in a reduced amount due from **OWNER (via COUNTY)** to **CONTRACTOR** of \$ \_\_\_\_\_.

The undersigned agree that this document fully incorporates all of the terms and conditions of the Construction Agreement and Housing Rehabilitation Funding Agreement.

**OWNER:**

by \_\_\_\_\_ dated \_\_\_\_\_

**CONTRACTOR:**

by \_\_\_\_\_ dated \_\_\_\_\_

**COUNTY:**

by \_\_\_\_\_ dated \_\_\_\_\_

Print:

Title:

Property address: «Project\_Address»  
«PA\_City\_St\_Zip»

Construction Agreement Exhibit B

**F.S. 713.015**

(1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Owner's Name: «Client Name 1»

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Owner's Name: «Client Name 2»