



## Work Authorization Between Owner and Contractor

Made between *The Owner[s]*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and *The Contractor*: Complete General Contractors, Inc.  
FL CGC #061674  
Post Office Box 1496  
Gulf Breeze, FL 32562-1496  
850.932.8720 : [www.completecontracting.com](http://www.completecontracting.com)

for the Following Project: \_\_\_\_\_  
\_\_\_\_\_

The Owner[s], \_\_\_\_\_, authorizes Complete General Contractors, Inc. to make repairs to the Owner's property at the project address above which was damaged by \_\_\_\_\_. Owner agrees that the total costs of work will be in accordance with the original estimates, supplemental estimates, and change orders approved by the Owner and Contractor. This work authorization, along with all insurance company approved estimates, supplemental estimates, change orders documented in place or estimates prepared by the Owner's adjuster with Contractor's advice, shall constitute the contractual obligations of the Owner and Contractor.

The Owner understands that the Contractor has no connection with the Owner's insurance company or its adjuster and that the Owner alone has the authority to enter into said contract for repairs. Owner agrees that any portion of work, such as deductibles, betterments, depreciation, or additional work requested by Owner, not covered by insurance, must be paid for, on or before completion.

Owner's Insurance Company: \_\_\_\_\_

Claim/Policy # \_\_\_\_\_

Phone # \_\_\_\_\_

Owner authorizes the insurance company to pay all proceeds directly to Contractor. If the Owner's name(s) are included on the payment, they agree to promptly endorse payment.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Owner[s]: \_\_\_\_\_  
\_\_\_\_\_

Complete General Contractors, Inc.  
913 Gulf Breeze Parkway : Suite 5A  
Gulf Breeze, FL 32561

By: \_\_\_\_\_  
\_\_\_\_\_

## General Conditions

### 0101 Contract Documents

- 101.1 The contract and reference contract documents represent the entire agreement between the parties hereto and supersede all prior negotiations, representations or agreement, either written or oral.
- 101.2 The contract may be amended or modified only by written change order duly signed by both parties or by changes documented in the field.
- 101.3 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the work is to be performed, and has correlated personal observation with the requirements of the contract documents. However, misrepresentations on the part of the Owner or Owner's Representative as to conditions, or hidden conditions not reasonably ascertainable prior to beginning the work, shall not be the responsibility of the Contractor. *See Jobsite Conditions 104.11*
- 101.4 Execution of the contract by the Owner is a representation that the Owner has read all terms, conditions, and specifications contained in the contract documents, understands what is required of the Contractor and Owner and that the obligation of both parties is specifically as dictated by these documents.
- 101.5 In the event of any default under this agreement, the prevailing party shall be entitled to recovery from the other all costs and expenses, including attorney fees and costs, whether from negotiation, trial or appellate proceedings and shall be governed based on section 558 as referenced later in the agreement

### 0102 Contract Administration

- 102.1 Contractor shall appoint a Project Manager to supervise and direct the work, using the contractor's best skill and attention. The Project Manager shall be solely responsible for all means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work under the contract.
- 102.2 Owner shall appoint an Owner's Representative who will determine in general that the work of the Contractor is being performed in accordance with the contract documents, and will endeavor to guard the Owner against defects and deficiencies. The Owner's Representative will carry out communications with the Contractor (Project Manager), will sign work vouchers, sign change orders for additional work, approve pay requests and perform the Job closeout procedures outlined in *Item Number 102.5* below.
- 102.3 Contractor and Owner's Representative agree to cooperate in all respects with each other.

- 102.4 When Contractor submits progress draws, Owner shall, within five days, inspect the project to determine that the requested percentage has been acceptably completed. The progress draw will be passed on for payment. If not approved, the Contractor will be advised of additions or corrections required for approval in writing within 15 days of the date the progress draw is submitted. If approved, or if no written notice of additions or corrections is provided within the 15 day period, Owner shall immediately pay contractor the amount of the progress draw.
- 102.5 When the Contractor has submitted his pay request for Substantial Completion per phase in accordance with the contract documents, the Owner's Representative shall meet with the Project Manager for a walk through. A punch list shall be generated from this walk through. When the Contractor has completed the punch list, he shall request a final walk through with the Owner's Representative. If all items contained on the original punch list have been completed, the Owner's Representative shall approve the punch list and the approved Punch List shall be submitted with the Contractor's request for retainage, along with applicable lien releases and warranties. Provided all documents are in order, retainage shall be paid within ten days. Any items needing attention that are not discovered until after the final punch list is completed shall be considered warranty items.

### **0103 Contractor Responsibilities**

- 103.1 Contractor shall maintain his own credit standing for material purchases in accordance with terms set forth by suppliers, and shall supply lien releases when Notices to Owner have been sent by the Contractor and/or his suppliers.
- 103.2 Contractor shall pay for all labor under the contract plus related taxes and insurance required by law, or the contract.
- 103.3 Contractor shall pay sales tax levied on materials at the point of purchase.
- 103.4 Contractor must be duly licensed by the governing body of the jurisdiction in which the facility is located and obtain all required permits for the work involved. Failure to obtain proper permits resulting in a fine shall be the total responsibility of the Contractor.
- 103.5 Contractor shall indemnify and hold harmless the Owner and his agents and employees from against all claims, damages, losses and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is caused by any negligent act or omission on the part of the Contractor, any subcontractor, or anyone directly employed by the Contractor.
- 103.6 Contractor shall perform all procedures in compliance with applicable codes and in accordance with manufacturer's specifications. *See 107.11*

## **O104 Jobsite Conditions**

- 104.1 Contractor shall deliver materials to jobsite in unopened containers and assumes full responsibility for any materials stored on site.
- 104.2 Contractor shall employ competent superintendents, foremen and workmen. Contractor shall dismiss any person employed on the job who shall conduct himself improperly or be incompetent or negligent in the performance of his duties.
- 104.3 Contractor shall see that personnel employed on the job are clothed in identifiable uniforms while working on the premises or entering any part of the facility.
- 104.4 Contractor shall keep the buildings and ground areas clean and shall be responsible for any damages caused by his employees. However, Contractor shall not be responsible for the removal, repair or replacement of shutters or other protective devices installed in such a manner as to impede the repair of any damaged area.
- 104.5 Contractor shall exercise care in the handling of carpeting or other floor covering interfering with the performance of the work specified in this contract. However, Contractor will not be held responsible for damage due to the age and condition of said materials.
- 104.6 Contractor shall provide the Owner with safety notices to be posted in conspicuous locations accessible to all residents/guest. Notices shall remain posted for the duration of the construction contract and additional notices may be obtained on request
- 104.7 Contractor shall take all reasonable precautions to protect adjacent surfaces, finishes and properties. However, when the work, by its nature, involves activities that may result in potential damage, i.e., vibration of the structure or creation of excessive dust, contractor shall notify Owner's Representative, in writing, so that residents/tenants/neighbors can be advised to protect their belongings. Contractor shall not be responsible for damages resulting from the normal and unavoidable circumstances of the work.
- 104.8 Contractor shall protect adjacent surfaces, finishes and foliage from damage or staining during application except as outlined in *Owner Responsibilities 107.7*
- 104.9 Contractor shall be responsible for removing from windows any permanently adhering new material that occurs as a result of the work. Miscellaneous dirt and water spotting will be the responsibility of the Owner.
- 104.10 Contractor shall remove all of its materials, equipment, and debris from the premises within five working days from final inspection by Manufacturer and Owner.

104.11 In the event of discovery of Asbestos materials incorporated in the construction of the building, it shall be the responsibility of the Owner to determine and execute the necessary action to comply with safety and environmental regulations. Failure to do so will be understood as direction for the contractor to choose a plan and commit on behalf of the owner as a change order. During the time period in which Owner is taking required action, Contractor shall not be responsible for progressing the job and shall be entitled to compensation for demobilization and remobilization charges.

**0105 Provisions for Insurance** - A Certificate of Insurance will be provided.

### **0106 Safety and Public Convenience**

106.1 Contractor shall mark off and erect signs in areas where over spray, dripping or hazardous conditions may occur. No damages will be paid for items located or parked within the zoned areas. Contractor shall not be liable for injuries or damages to persons disregarding signs or barriers.

106.2 Contractor shall be responsible for safety administration on the job (including tools, equipment, and work methods) and in compliance with all OSHA safety regulations. See *107.11*

106.3 Contractor shall comply with applicable noise abatement and work hour ordinances.

### **0107 Owner Responsibility**

107.1 Exterior work is to be performed from the exterior of buildings. However, in the event it becomes necessary to enter the building, Owner will, upon reasonable notification, provide access and be in attendance for building entry.

107.2 Owner will assign parking spaces to the contractor for vehicles and equipment.

107.3 Owner will provide water and electricity for operation of equipment necessary to the job. Use of sanitary facilities and telephone will be negotiated.

107.4 Owner will be responsible to remove or protect miscellaneous loose objects in the work area, i.e., potted plants, patio furniture, etc. If items are not removed, Contractor will take care to protect them, but will not be responsible for any damages that might occur.

- 107.5 Owner will be responsible for cleaning miscellaneous dirt and water spots from windows after the work is completed. Contractor will be responsible to remove only any of its materials that adhere to the glass.
- 107.6 Owner will be responsible for notifying all concerned of the work being performed in order to avoid any injuries or damages to personal belongings. Areas of possible over spray or dripping of material will be marked off and Contractor will erect signs. Owner will be responsible for enforcement of restricted areas and Contractor will pay no compensation for damages or injuries occurring within the zoned areas.
- 107.7 It will be the responsibility of the Owner to perform any trimming or pruning of foliage, which will interfere with the contracted work. Although Contractor will take all reasonable precautions for the protection of plants, Owner shall be responsible for assessment of potential plant damage resulting from unavoidable exposure to fumes, over spray and/or residue of materials being used and shall protect or replace plants accordingly. Replacement of plants shall be done at the discretion and expense of the Owner.
- 107.8 Owner shall be responsible for the removal and replacement of any shutters or other protective devices impeding either the work or the repair of any screen or other damage resulting from the work
- 107.9 Owner shall cause payment to be made as called for in the Schedule of Payments. Failure to do so may result in work stoppage and/or interest charges on monies past due.
- 107.10 In conjunction with terms outlined in *Jobsite Conditions 104.7*, Owner shall be responsible to advise residents/tenants/neighbors of potential damage situations that may occur in the normal course of work, such as vibrations or excessive dust, and will assume responsibility for any claims for damages resulting from the normal and unavoidable circumstances of the work.
- 107.11 Because installation specifications for certain applications require that the areas being treated remain undisturbed for specific periods of time and because certain procedures create unsafe conditions from which Owner/occupants must be protected by law, it shall be the Owner's responsibility to make such areas available to the Contractor for periods required for the safe and successful completion of the job.

## **0108 Statutory Language**

108.1 Chapter 558 is invoked as applicable:

Florida Statutes contains important requirements you must follow before you may bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice referring to chapter 558 of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

## **108.2 Notice to Homeowner**

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS 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, OR FAILS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO PLACE 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. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**