

September 27, 2016

Escambia County Building  
3363 W Park Place  
Pensacola, FL 32505

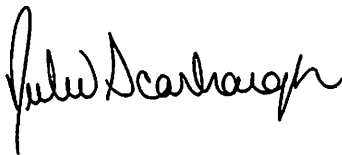
RE: Subject: MICHAEL HARRIS SR  
Case Number: 2016044377

Dear Escambia County Building:

Enclosed, please find a copy of a complaint received by the Department of Business and Professional Regulation. A review of the complaint data determined that the Division of Regulation does not have jurisdiction in this matter. Therefore, the complaint and documentation are being forwarded to your office for review and any action deemed necessary.

The complainant is being notified that this matter is being referred to your office. Please feel free to contact us if you have any questions. Thank you for your assistance.

Sincerely,



Julie Scarbrough  
Management Review Specialist  
Division of Regulation  
2601 Blair Stone Road  
Tallahassee, FL 32399-0782  
Phone: 850.488.6603 Fax: 850.921.2124

ENCLOSURE

**DISC INCLUDED**

**CIUB**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

**RECEIVED**

**SEP 20 2016**

Please submit to the appropriate address on Page 9.

DBPR-REGULATION

Any investigation or administrative proceeding brought by the Department against the subject of your complaint will rely upon the information you provide to the Department. All allegations and supporting documentation MUST be provided to the Department at this time.

COMPLAINANT INFORMATION			
Last Name	SAFAKHOO	First	AHMAD
		Middle	
		Title	Owner
		Suffix	
Your Company/Occupation Landlord			
MAILING ADDRESS			
Street Address or P.O. Box 11837			
City PENSACOLA		State FL	Zip Code (+4 optional) 32524
County (if Florida address) ESCAMBIA COUNTY		Country ESCAMBIA	
CONTACT INFORMATION			
Primary Phone Number 850-288-5159		Alternate Phone Number	
Primary E-Mail Address david-safakhoo@yahoo.com			
Unlicensed Activity Complaint? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/>			
COMPLAINT DESCRIPTION			
The job reRoofing of the House.			
on 8/15/2016 Rain storm Damages to			
House Because of sub contractor did not			
cover the Roof, and Rain enter inside			
of the House, Damages to ceiling			
and Floor on Behalf of His Negligence			

Attach additional sheets as necessary.

PRIVATE ATTORNEY FOR COMPLAINANT (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

SUBJECT OF COMPLAINT				
Last Name	First	Middle	Title	Suffix
HARRIS	MICHAEL	SR		
License Number (if known) CC-C15-22800 RC 29027558 & B056723 R G2910 3749				
Company/Occupation HARRIS & HOLMES GENERAL CONTRACTOR				
MAILING ADDRESS				
Street Address or P.O. Box 6933 ELLIOT'S GIN LN				
City NAVARO		State FL	Zip Code (+4 optional) 32566	
County (if Florida address)		Country SANT ROSA		
CONTACT INFORMATION				
Primary Phone Number 850-855-7571		Primary E-Mail Address		
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		

PRIVATE ATTORNEY FOR SUBJECT OF COMPLAINT (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

WITNESS(IF/APPLICABLE)			
Last Name	First	Middle	Title Suffix
BROWN	DANIEL		Tenant
ADDRESS			
Street Address or P.O. Box			
1740 Langly Ave			
City		State	Zip Code (+4 optional)
PENSACOLA		FL	32504
County (if Florida address)		Country	
CONTACT INFORMATION			
Primary Phone Number		Alternate Phone Number	
850-902-2706			

WITNESS(IF/APPLICABLE)			
Last Name	First	Middle	Title Suffix
SUB CONTRACTOR	JIMIE		WORKER
ADDRESS			
Street Address or P.O. Box			
City		State	Zip Code (+4 optional)
County (if Florida address)		Country	
CONTACT INFORMATION			
Primary Phone Number		Alternate Phone Number	
850-603-5896			

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Complainant Sign Here:  Date: 09-12-16

September/12/ 2016

APPLICATIONT Information

*EXPLANATION*

Has been a month the job he say finish and the Damages still not Repair  
On 08/01/2016 contract been sign and on 08/05/2016 Rainstorm enter inside  
The house on rest of the night. Damages to Ceiling, floor, I call Mr. Michael SR  
Several Time Regarding the Fixe the Damage's .He don't wanted to fix the .  
The damage's it has been a month .I have estimated the Damage's on 8/11/2016  
Total of \$2000 this price is just for drying the floor and ceiling. I has notify  
certified mail .given time to fix the damage's.no respond.



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION  
Division of Regulation/Compliance  
Consumer Services  
2601 Blair Stone Road  
Tallahassee, FL 32399 – 0782**

**NOTE – This form must be submitted as  
part of an entire packet.**

*If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at 850.487.1395.*

WORK-SITE STREET ADDRESS			
Street Address	1740 Langly Ave		
City	PENSACOLA	State	FL
Zip (+4 optional)	32504	County	ESCAMBIA

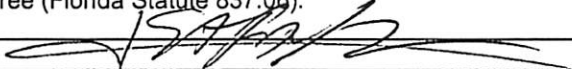
CONTRACTOR COMPLAINT QUESTIONS		
<p>I am complaining in my capacity as a:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Homeowner  <input type="checkbox"/> Subcontractor  <input type="checkbox"/> Supplier                 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Building Department  <input type="checkbox"/> Contractor  <input type="checkbox"/> Owner of Commercial Structure  <input type="checkbox"/> Other: _____                 </td> </tr> </table>	<input checked="" type="checkbox"/> Homeowner <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	<input type="checkbox"/> Building Department <input type="checkbox"/> Contractor <input type="checkbox"/> Owner of Commercial Structure <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Homeowner <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	<input type="checkbox"/> Building Department <input type="checkbox"/> Contractor <input type="checkbox"/> Owner of Commercial Structure <input type="checkbox"/> Other: _____	
<p>Select the category that best summarizes the work the contractor did for you or that you were involved in:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Built house  <input type="checkbox"/> Remodeled house  <input type="checkbox"/> Air-conditioning or heating work at house  <input checked="" type="checkbox"/> Re-roofed or repaired part of the roof of a house  <input type="checkbox"/> Built residential pool  <input type="checkbox"/> Plumbing work                 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Built addition to house  <input type="checkbox"/> Built commercial structure  <input type="checkbox"/> Remodeled or built addition to commercial structure  <input type="checkbox"/> Commercial roof work  <input type="checkbox"/> Electrical work  <input type="checkbox"/> Other: _____                 </td> </tr> </table>	<input type="checkbox"/> Built house <input type="checkbox"/> Remodeled house <input type="checkbox"/> Air-conditioning or heating work at house <input checked="" type="checkbox"/> Re-roofed or repaired part of the roof of a house <input type="checkbox"/> Built residential pool <input type="checkbox"/> Plumbing work	<input type="checkbox"/> Built addition to house <input type="checkbox"/> Built commercial structure <input type="checkbox"/> Remodeled or built addition to commercial structure <input type="checkbox"/> Commercial roof work <input type="checkbox"/> Electrical work <input type="checkbox"/> Other: _____
<input type="checkbox"/> Built house <input type="checkbox"/> Remodeled house <input type="checkbox"/> Air-conditioning or heating work at house <input checked="" type="checkbox"/> Re-roofed or repaired part of the roof of a house <input type="checkbox"/> Built residential pool <input type="checkbox"/> Plumbing work	<input type="checkbox"/> Built addition to house <input type="checkbox"/> Built commercial structure <input type="checkbox"/> Remodeled or built addition to commercial structure <input type="checkbox"/> Commercial roof work <input type="checkbox"/> Electrical work <input type="checkbox"/> Other: _____	
<p>Please select the categories below that best describe your basic complaint:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Poor workmanship by contractor</li> <li><input type="checkbox"/> Job finished, but contractor will not correct problems</li> <li><input checked="" type="checkbox"/> Roof leaks; contractor will not repair</li> <li><input type="checkbox"/> Contractor failed to pay subcontractors/suppliers</li> <li><input type="checkbox"/> Contractor taking unreasonably long time to do the job</li> <li><input type="checkbox"/> Contractor abandoned job</li> <li><input type="checkbox"/> Financial dishonesty/misconduct by contractor</li> </ul>		

FINANCIAL QUESTIONS	
1. Was your contract in writing? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
2. What was your contract price? \$4000	
3. What was the contract execution date? WAS FINISH ON 08/14/16	
4. What was the work begin date? 08-03/16 what was the work end date? 08-14/16	
5. What was the total amount paid to the contractor? \$4000	
6. Have you had to pay subcontractors or suppliers directly? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
7. If you have paid subcontractors or suppliers directly, how much and why?	
8. Are there now unpaid bills owed to subcontractors or suppliers which contractor should have paid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
9. What is the total of such unpaid bills? \$2000	
10. Have you filed civil suit against a contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Have you obtained a judgment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
11. Have any liens been filed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
12. Did contractor sign any statements to the effect that all bills have been paid? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
13. Have you fired the contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
14. Has the job now been completed by you or a new contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
15. What is the actual or estimated cost to finish the job if you hire another contractor? / \$2000 more than	

BUILDING CODE COMPLIANCE BY CONTRACTOR	
16. Was a permit required for the work that was to be completed by the contractor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
17. If required, was a building permit obtained from the building department? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what is the name of the building department? Escambia Building Permit	
Permit Number BD160804769 Date Issued 08/01-2016	
18. Who pulled the permit?	
19. Was the permit obtained on time? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
20. Were any inspections missed or performed late? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
21. Did the site pass final inspection by the building department? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
22. If the site did not pass final inspection by the building department, explain why.	
23. Was a Certificate of Occupancy issued? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	



WORKMANSHIP QUESTIONS	
24. Has the contractor offered to make repairs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
25. Has the contractor made attempts to make repairs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, how many times?	
26. Have you had any other licensed contractor, architect or engineer inspect the work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

ATTESTATION STATEMENT REQUIRES SIGNATURE OF APPLICANT	
I affirm that I have provided the above information completely and truthfully to the best of my knowledge. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree (Florida Statute 837.06).	
Sign Here: 	Date: 09-12-16

**Please mail the completed Uniform Complaint Form to the appropriate address below:**

Board of Accountancy  
240 N.W. 76<sup>th</sup> Drive, Suite A  
Gainesville, Florida 32607

Division of Real Estate  
400 Robinson Street  
Orlando, Florida 32801

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**For the following professions:**

Architecture & Interior Design  
Asbestos Contractors and Consultants  
Athlete Agent  
Auctioneers  
Barbers  
Boxing, Kick Boxing and Mixed Martial Arts  
Building Code Administrators & Inspectors  
Child Labor  
Community Association Managers and Firms  
Construction Industry  
Cosmetology  
Electrical Contractors  
Employee Leasing Companies  
Farm Labor  
Geologists  
Harbor Pilots  
Home Inspectors  
Labor Organizations  
Landscape Architecture  
Mold-Related Services  
Talent Agencies  
Veterinary Medicine

**Please mail the completed Uniform Complaint form  
to: Department of Business and Professional  
Regulation  
Division of Regulation/Compliance -Consumer  
Services  
2604 Blair Stone Road  
Tallahassee, Florida 32399-0782**

**FROM: Ahmad Safakhoo**

**August/26/2016**

**p.o.box 11837 Pensacola FL ,32524**

**To: Contractor Harris &Homes**

**6933 Elliot's Gin LN Navarre, FL 32566**

**After several Days Daly incomplete of the Reroof Resident 1740 Langley Ave in Pensacola FL and  
In result of your negligent damages to inside the house.by water Mitigation, in the affected living room  
Lighting and sealing mildew to interior Livingroom, bed room and floor. It has been a week the  
Correction of the job not yet completed. You have seven Daye to completed by licensed  
Professional to avoid other damages to the property. If is not the cost will be subtract from your  
Payment.**

7016 0910 0000 3264 6311

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

Certified Mail Fee \$3.30

Extra Services & Fees (check box, add fee appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

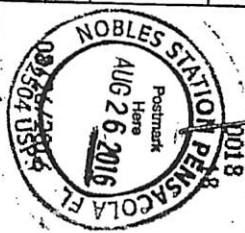
Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.47

Total Postage and Fees \$3.77



Sent to Contractor Harris & Home  
Street and Apt. No. or PO Box No. 6433 Elliotts Gin Ln  
City, State, ZIP+4 Madison FL 32516

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



**RESTORATION & CLEANING**

3255 Potter Street #C  
Pensacola, FL 32514  
850-484-8500 or 850-FLOODED  
[www.procleannotsomekid.com](http://www.procleannotsomekid.com)

**Date:** 8/11/16  
**Customer Info:** Dave Sakahoo  
(850) 288 - 5159  
**Service Address:** 1740 Langley Ave., Pensacola, FL 32504

**Scope of Work:**

This estimate is for water mitigation in the affected Living Room. This does not include any reconstruction. Price includes setting up drying equipment for 3 days.

**Total: \$ 1500 - \$ 2000**

Danejos 8/5/16

7

# *Harris & Holmes General Contractor & Construction LLC*

6933 Elliot's Gin Ln NAVARRE FL 32566 850-855-7571

STATE Lic # CGC1522890 RC29027558 RG291103749 HUR6205406 QB56723

## **Contract between Owner and Contractor for Re-Roof Residence**

### **FIXED FEE**

Contractor: Harris & Holmes  
Address: 6933 Elliot's Gin LN  
City, State: Navarre, FL  
Zip: 32566

Owner: Ahmad Safakhoo  
Address: 1740 Langley ave  
City, State: Pensacola, FL  
Zip: 32524

This agreement made this 1 day of Aug, 2016 by and between Harris & Holmes GC & construction LLC Hereinafter called the Contractor/Builder and Ahmad Safakhoo, hereinafter called the owner Where Contractor will reroof residence. Work is to be performed 1740 Langley Ave Pensacola FL 32524

The Parties hereto agree as follows:

1.
  1. Rome 18 sq of shingles, repair rotten wood on roof.
  2. Install 18-sq of three dimensional 30 yr shingles.
  3. Replacement of bad wood will be at an additional 45.per sheet.
  4. Remove garbage.
2. The Owner agrees to pay Contractor the cost to repair and restore residence back to serviceable condition **\$4,000.00 (Four Thousand and no cents)** payments as set forth herein, in full consideration of the repair of the residence, subject to modification only as proved herein. This price is applicable only if this agreement is signed on or before 30 Aug 2016.
3. Payment of the contract price shall be made by paying a deposit of **\$2,000.00 (Two Thousand and no cents)** with the execution of this Agreement, balance of payment as set forth upon a separate draw schedule attached hereto. All amounts not received when due shall bear interest at the highest rate permitted by law. All draws are to be made payable to Harris & Holmes GC & Construction LLC.
4. Final Payment must be made within TWO (2) days after the date of complete and inspection passed from county in connection with the construction of the repair as per the specification, subject to modification as set forth herein and delivery of Contractor's final affidavit, together with applicable lien waivers, if a permit is required. In the event a certificate of occupancy cannot be obtained, though a fault of the Contractor, final payment shall be made within TEN (10) days after notice of completion has been provided by the Contractor to Owner.
5. Prior to final payment, there will be a walk though inspection with Owner or representative and it is imperative to have the punch list items completed as soon as possible. "Punch List" items that remain

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OWNER agrees to pay 90% of monthly payment requests submitted by the CONTRACTOR if such requests are presented in such form that all charges and completed work are broken down in definable percentages to the completed project. (A standard AIA application for payment is recommended.)

5.1 In the event Owner does not make payment of any installment, as set forth above, within thirty (30) days after the designated due date, CONTRACTOR is not negligent or performing outside the terms of this Contract.

5.2 CONTRACTOR shall be under a duty to satisfy OWNER during the progress of construction that all the bills for labor and materials are currently paid. CONTRACTOR shall not be entitled to payments hereunder until it shall have satisfied OWNER that all obligations for labor and materials are satisfied.

2  
r 5.3 CONTRACTOR shall be obligated to furnish OWNER with lien waivers from all SUBCONTRACTORS and MATERIAL SUPPLIERS for all pay requests including the initial request.

ARTICLE 6- If at any time there shall be evidence of any lien or claim for which is established, the OWNER shall become liable and which is chargeable to CONTRACTOR. OWNER shall have the right to retain out of any payment due or thereafter to become due, an amount sufficient to completely indemnify it against any such lien or claim. Should there prove to be any such claim after all payments are made, the CONTRACTOR shall refund to OWNER all monies that the latter may have had compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

ARTICLE 7- OWNER may during the progress of the work maintain builders' risk insurance thereon. The policy shall cover all work incorporated in the building and all materials for same in or about the premises and shall name as insured the parties hereto.

ARTICLE 8- CONTRACTOR shall stand in the relation of an independent contractor and is to have entire charge, control, and supervision of all the work, and the OWNER shall not in any manner be answerable or accountable for any violation of any city or state laws or for any injury or damage occasioned by CONTRACTOR'S negligence or of anyone in its employ, to any person or their properties; and CONTRACTOR covenants and agrees to make good to the OWNER any loss or expense so incurred, together with reasonable attorney's fees.

ARTICLE 9- This Contract shall inure to the benefit of and shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

ARTICLE 10- ENUMERATION OF CONTRACT DOCUMENTS: The Contract Documents are as noted in Paragraph 11.1 of the General Conditions and enumerated as follows:

11.1 The Contract Documents consists of this agreement (which includes the General Conditions), the Drawings and Specifications (Listed in Exhibit "A"), all Addenda issued prior to the execution of this Agreement, all amendments, and Change Orders. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, and equipment necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to include all work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

11.2 The Contract Documents first examined the signature herein shall be proof thereof, shall be signed in not less than triplicate by the OWNER and the CONTRACTOR. By executing the Contract, the CONTRACTOR represents that he has visited the site and familiarized himself with all local conditions under which the work is to be carried out and performed.

11.3 The term "Work" as used in the Contract Documents includes all labor necessary to produce the



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6933 Elliot's Gin Ln NAVARRE FL 32566 850-855-7571

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16. In the event the Contractor incur any expense collection of payment or enforcing the terms of the Agreement, if suit is brought, the Owner or assigns or Contractor, agrees to pay the prevailing parties' costs and expenses including reasonable attorney's fees, court costs and any expenses.

17. The Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

20. No amendment, modification, or alteration to the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and due executed by the parties hereto.

21. Warranty will be two years on workmanship and product warranty will be as per product warranty.

## **Draw Schedule:**

- 1. Down payment \$2,000.00**
- 2. Final payment \$2,000.00**

## **Legal articles:**

ARTICLE 1 - The CONTRACTOR shall provide all the labor, materials, equipment, pay all charges for required building permits, and perform all the work required for the construction of: (as described above Description of Work)

ARTICLE 2 - The total contract price is 4,000.00 which shall be paid by the Owner to CONTRACTOR as hereinafter set forth with draw schedule.

2.1 OWNER shall have the right to make any alterations in the work under this Contract, but such alterations shall not be made unless upon the written order of OWNER. The value of the work added or omitted shall be ascertained in advance and agreed between the OWNER and CONTRACTOR, and shall be added to or deducted from the Contract price.

ARTICLE 3 - OWNER, at its expense shall furnish all equipment and furniture as indicated on drawings and in specifications. OWNER shall also be responsible for obtaining an Architect's Seal, if required; and further any revisions or changes to the specifications and drawings required by the building code of any governmental authority shall be considered an additional expense.

ARTICLE 4- The CONTRACTOR shall complete the whole of the work embodied in this Agreement 35 days from the construction start date. Time is an essential part of this Agreement.

ARTICLE 5- The total sum to be paid by the OWNER to the CONTRACTOR for the work required by this Agreement shall be as noted in Article 2, subject to additions and deductions for alterations, and such shall be paid by OWNER to CONTRACTOR. See Article 24 for definitions of "Occupancy" and "Construction is Complete".

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construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

## ARTICLE 12- ARCHITECT:

12.1. The OWNER will provide general administration of Contract during the construction period.

12.2 The OWNER shall at all times have access to the work wherever it is in preparation and progress.

12.3 The Owner has authority to reject work which does not conform to the Contract Documents and to stop the work, or any portion thereof, if necessary to insure its proper execution in accordance with any plans architectural plans present at time of construction.

## ARTICLE 13- OWNER

13.1 The OWNER shall furnish all surveys if CONTRACTOR and OWNER mutually agree. However, the furnishing of surveys shall not relieve CONTRACTOR from any error found or determined therein.

## ARTICLE 14- CONTRACTOR

14.1 The CONTRACTOR shall supervise and direct the work, using his best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, method techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

14.2 Unless otherwise specifically noted, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the work. Job phone must be provided unless existing phone is available. Contractor shall receive, inspect, and provide any necessary storage for owner provided equipment.

14.3 The CONTRACTOR shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person.

14.4 The CONTRACTOR warrants to the OWNER that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

14.5 The 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.

14.6 The 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 mode, method or means and shall promptly notify the OWNER thereof.

14.7 The CONTRACTOR shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the CONTRACTOR.

# *Harris & Holmes General Contractor & Construction LLC*

6933 Elliot's Gin Ln NAVARRE FL 32566 850-855-7571

STATE Lic # CGC1522890 RC29027558 RG291103749 HUR6205406 QB56723

open before the completion and inspection at owner / contractor walk thru are considered normal in the industry, and shall not be used as a reason to withhold final payment.

6. The repair price which is a fixed fee method will include allowances and specialty items to be supplied by Contractor as set forth in Specification Exhibit. Owner shall also request all changes, additions and adjustments directly to the office, and shall not intrude upon the relationship between Contractors and Any sub-contractors or supplier, nor give any instructions to any sub-contractor or supplier.

7. The Owner specifically agrees to pay cost price plus 20% percentage of cost for additional supplement work incurred in connection with the remodeling construction of the project.

If needed       \*\* SURVEYS: Owner shall supply surveys as necessary to comply \*\*  
With all county requirements, all surveys, including boundary, building stake out, benchmarks, elevations. If required, are billed to the Owner.

8. Should changes in plans or specifications be required by authorities, architectural Review Board, owner's Association or by competent municipal or any other governmental agencies having jurisdiction over construction practices on said lot, such changes shall be made at the Owner's Expense. However, the Contractor shall be allowed the additional time necessary to complete said structure for each alteration of, deviation from, additional time necessary to complete said structure for each Alteration of, deviation from, addition to or omission in said Agreement, whether at the request of the owner or in compliance with restrictions of the subdivision where said lot is located.

9. Contractor shall proceed with reasonable diligence to secure all necessary building permits upon full execution of this Agreement. The Contractor agrees to promptly begin work as the recording of Notice of Commencement and posting is complete. Contractor shall thereafter proceed to construct the improvements to completion with all reasonable diligence. Contractor estimates that the work shall be completed herein on or about 10 days from start of construction, but such completion date is not guaranteed but time is of the essence of this agreement. Contractor shall not be liable to OWNER for any damages or inconveniences caused to OWNER by delay in the completion of construction, regardless of the cause for the delay. Start of construction, for #9 purposes, is defined as the date remodeling will commence. Contractor shall not be held liable for acts of nature or county processing in delaying the construction process. NOTE: Please be advised there will be days during construction when no sub-contractors will be working on the job site. Also, there will be days assigned for vacation, sick, and holiday time.

10. The Contractor agrees to repair in compliance with the standards of the Florida Building Codes and obtain a completion of pass inspection. The issuance of the certificate of pass shall be deemed conclusive evidence that repair is constructed and in compliance with applicable building codes and passed final inspection of the building inspectors.

11. Should the Owner at any time during the progress of said project require any additions or changes to the plans, they shall have the right to make such changes when agreed upon by Owner and Contractor in writing and signed. Requests are to be made to the office of the Contractor. The change

# *Harris & Holmes General Contractor & Construction LLC*

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shall show the cost to Owner of such change. All costs shall be paid in cash at the time of signing the change order. Any extras or changes not previously charged for shall be added to and paid with the final payment. Change orders shall be charged at a minimum of Contractor's cost plus 20 % and a \$ 300 administration fee will be charged per change order. No changes shall be made without signing a Change Order either at the office or in the field.

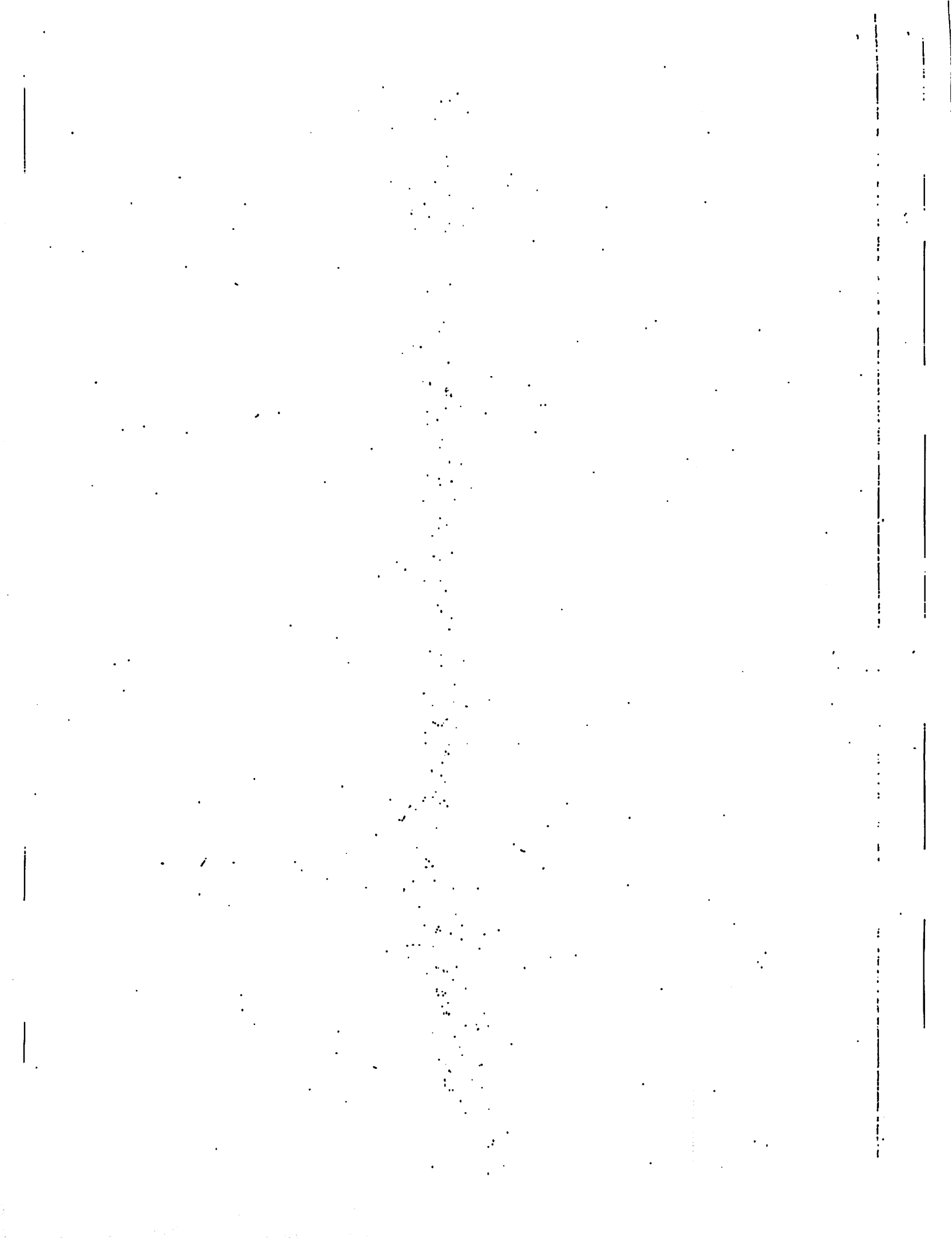
12. **INSURANCE:** During the period of construction owner may obtain builder's risk insurance in the full amount of the repair and Owner's public liability insurance. Each policy of insurance shall name the Contractor as a co-insured. Owner shall furnish a certificate showing the insurance to be in effect, prior to commencement of construction. Contractor will furnish worker's compensation and builder's public liability insurance. Both during and after completion of construction of the office, Owner shall bear all risk of loss to the office by fire, theft, vandalism, or other casualty (including loss to materials, fixtures, and other items to be incorporated in the office), except to the extent such loss is covered by insurance. All insurance proceeds payable as a result of such loss shall be paid first to the Contractor to the extent of unpaid amounts owing to Contractor or work performed prior to the loss.

13. Owner's responsible for reasonable access to property and building site including maintaining driveways, minimum culvert widths, gates, fences, etc; which would allow or restrict for the delivery of supplies, equipment, and other building materials in order to complete the job. It is the Owner's responsibility to arrange for power to the home site. If there is no power to the site during construction and a generator is required, these charges will be billed to the Owner. The Owner is responsible for all temporary utilities to the site.

14. No other subcontractors or the owners are to perform any work on the units during the duration of this contract, unless otherwise discussed prior to contract signing and designated in proposals. The Builder reserves the right to make changes due to structural or mechanical purposes. Example: air conditioning trunk lines, plumbing pipes, and vents.

15. The Contractor warrants against defects in original material and workmanship for ONE YEAR from the issuance of the Certificate of pass; the manufactory warranty on products used will be in effect. The Contractor cannot install any fixtures supplied by the Owner other than light fixtures. If a light fixture is deemed defective after installation and needs replacing after occupancy, it will be considered as a service call at the Owner's expense.

The Contractor cannot guarantee or warranty any products or fixtures supplied by the owner. All changes and upgrades will be made with our Subcontractors or Suppliers. Contractor's obligation shall be limited to repair or replace, at no charge to the Owner, any defects, only in such event as shall be reported by Owner, in writing, to Contractor. The Contractor will determine if caused solely by defects in material and or workmanship. This limited warranty does not cover carpet, lawns and landscaping, or items, which can be corrected by the owner as normal maintenance. This would include walls, slab, garage floor, walkway, and driveway. Damage due to any undisclosed subsoil conditions are not considered to be structural defects under the terms of this warranty. The Contractor will still replace and/or repair any cracks in tile, Hardy plank or stucco work under the ONE-YEAR Warranty. Ceramic tile must be of standard grade and installed by Contractor.



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## Notice to owner

713.015 Mandatory provisions for direct contracts.—

(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.(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

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during the progress of the work and shall remedy any defects due to faulty materials, equipment or workmanship which may appear within one (1) year after substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee 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 CONTRACTOR.

## ARTICLE 22- TERMINATION BY THE OWNER:

If the 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 (14) days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then thereafter due the CONTRACTOR or, at this option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the work by whatever method he may 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 CONTRACTOR, but if such expense exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER within seven (14) days from the written notice.

ARTICLE 24- The term "occupancy" for the purposes of this Agreement, shall be defined and construed to mean when OWNER takes possession of the premises. The term "Construction is Complete", for the purposes of this Agreement, shall be defined and construed to mean when all items of final inspection report, accomplished by OWNER have been corrected and acceptance of construction is presented to the OWNER by the CONTRACTOR.

ARTICLE 25- It is agreed that CONTRACTOR'S request for progress presents pursuant to Article 5 constitutes a certification that all suppliers', employees' and subcontractors for the work covered by the request have been paid in full. Before final payment is made, CONTRACTOR will supply OWNER with (1) a waiver of contractor's lien rights and (2) an affidavit in form satisfactory to the owner that all bills of suppliers, subcontractors, and employees have been paid.

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the work to comply with the requirements of the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims for payment by the CONTRACTOR except those previously made in writing and still unsettled.

## ARTICLE 19- PROTECTION OF PERSONS AND PROPERTY:

19.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. He shall take all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules and regulations, and orders of any public authority having jurisdiction for the safety of person or property caused in whole or in part by the CONTRACTOR, and subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR.

## ARTICLE 20- CONTRACTOR'S LIABILITY INSURANCE:

The CONTRACTOR shall purchase maintain such insurance as will protect him from claims under Workmen's Compensation Acts or similar 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 CONTRACTOR'S operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall provide public liability protection for all operations necessary and incidental to carrying out the terms and conditions of the operations contained herein, including, but not limited to, public liability, contractual and non-owned, all said coverage's having broad from protection. Same shall continue throughout the term of the Contract including any extensions made thereto. Contractor shall submit to OWNER prior to commencement of construction, certificates of insurance showing CONTRACTOR'S fulfillment of insurance requirements herein.

### WORKERS' COMPENSATION

Standard limits of: \$100,000 each accident

\$500,000 policy limit

\$100,000 each employee

### GENERAL LIABILITY

Nothing less than: \$300,000/ 600,000 Combined Single Limit

## ARTICLE 21- CHANGES IN THE WORK:

21.1 The OWNER without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by written change order signed by the OWNER.

21.2 The contract sum and contract time may be changed only by change order.

21.3 The cost or credit to the OWNER from a change in the work shall be determined by mutual agreement before executing the work involved.

## ARTICLE 22- CORRECTION OF WORK:

The CONTRACTOR shall correct any work that fails to conform to the requirements of the Contract Documents



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14.8 The CONTRACTOR at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the work "broom clean" or its equivalent, except as otherwise provided and specified.

14.9 The CONTRACTOR agrees to indemnify and save harmless the OWNER, its agents, servants, employees, successors and assigns, from any and all actions, rights of action, causes suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of thereof, in any way attributable to or in connection with performance under this contract work in progress, work done or contemplated and/or any related services due, done or to be done on behalf of OWNER, its agents, servants, or employees. In any and all claims against the OWNER or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit acts or other employee benefit acts.

ARTICLE 15- SEPARATE CONTRACTS: The OWNER has the right to let other contracts in connection with the work and the CONTRACTOR shall properly cooperate with any such other contractor in furtherance of the work; however CONTRACTOR shall not be relieved hereunder by any subcontractor or similar agreement.

ARTICLE 16- ARBITRATION: All claims or disputes arising out of the Contract or the breach thereof except default or termination shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen, such reasonable time shall in no event extend beyond one (1) year from the date the work was done out of which the dispute arises or material furnished or supply shall have been done or the material or supply delivered on the contract site.

## ARTICLE 17- TIME:

17.1 All time limits stated in the Contract Documents are of the essence of the Contract and CONTRACTOR upon award hereof shall commence and pursue with all due diligence until completion of all work necessary for completion within the limits.

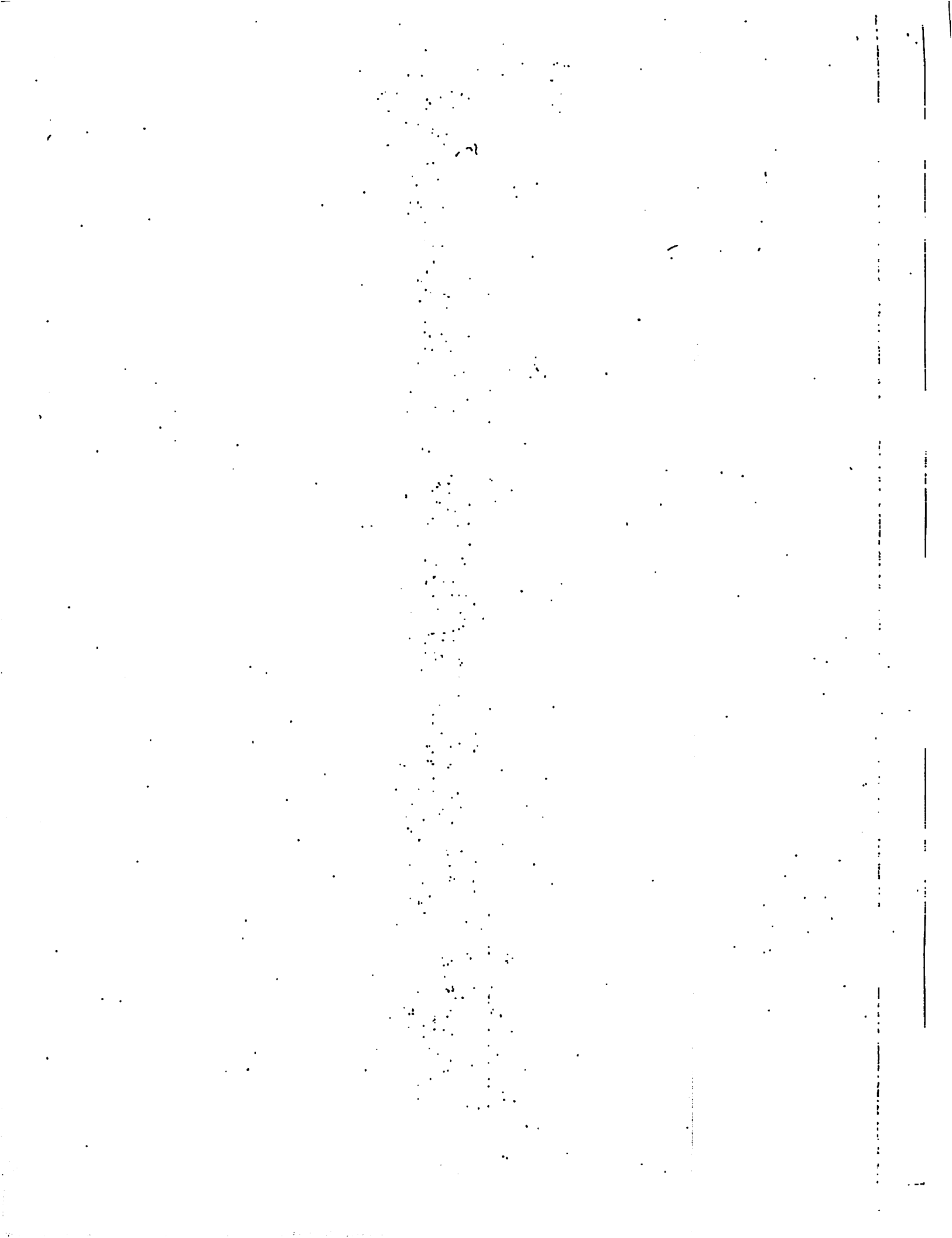
17.2 If the CONTRACTOR is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the CONTRACTOR'S control, then the Contract time shall be extended by Change Order for such reasonable time as the OWNER and CONTRACTOR may determine.

## ARTICLE 18- PAYMENTS:

18.1 Payments shall be made as described in above contract.

18.3 Final payment shall not be due until the CONTRACTOR has delivered to the OWNER a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the OWNER indemnifying him against any lien, loss or expense therein.

18.4 The making of final payment shall constitute a waiver of all claims for work by the OWNER except those arising from (1) unsettled liens, (2) faulty or defective work appearing after substantial completion, (3) failure of



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**CONTRACTOR**

Harris & Holmes GC & Construction LLC

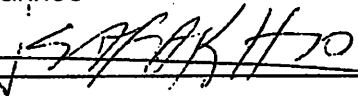
Contractor's Name: Michael Harris

Signature:  \_\_\_\_\_

Date: 1 Aug 2016

**OWNER**

Owner's Name: Ahmad Safakhoo

Signature:  \_\_\_\_\_

Date: 08-01-2016



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC1522890

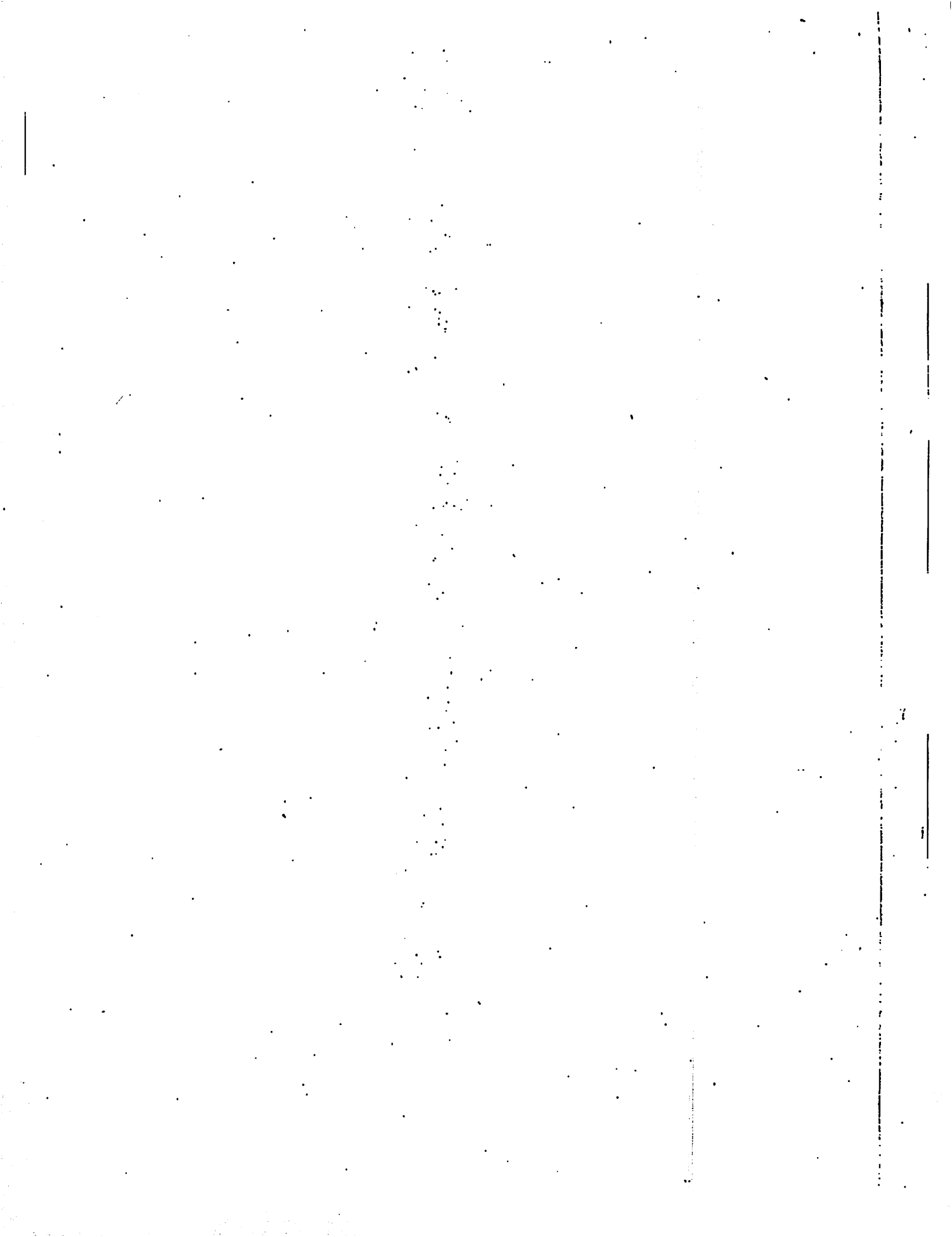
ISSUED: 01/11/2015

CERTIFIED GENERAL CONTRACTOR  
HARRIS, MICHAEL SR  
HARRIS & HOLMES GENERAL CONTRACTOR

IS CERTIFIED under the provisions of Ch. 489 F.S.  
L1501140000580

Expiration date AUG 31 2016





HMAD SAEAKHOO 12/22/2015  
22 FRANK ST  
NSACOLA, FL 32514-6118

08-01-2016

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63-8167

TO THE ORDER OF

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DOLLARS

220 E NINE MILE RD  
PENSACOLA FL 32534

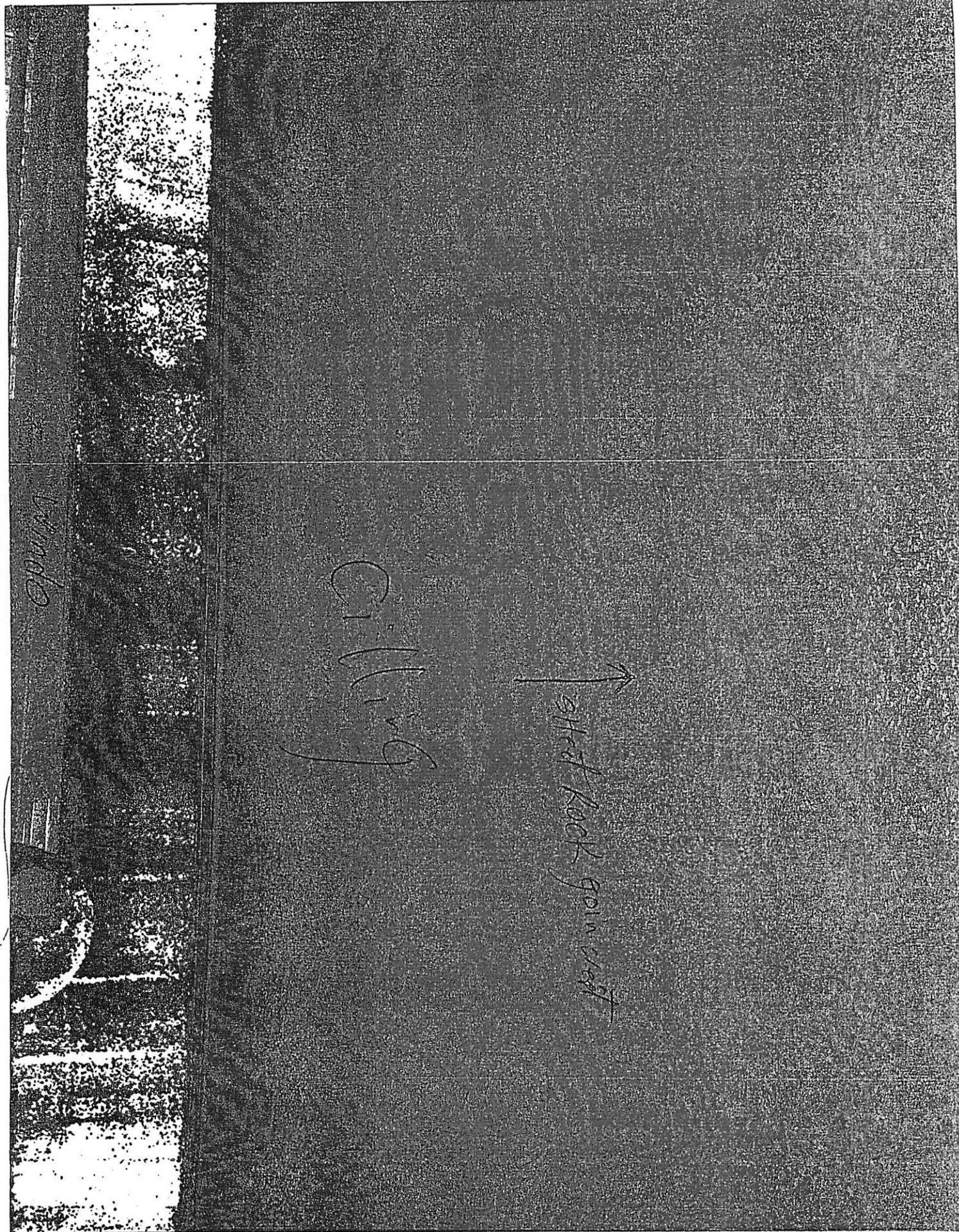
Winds  
FEDERAL GUARANTEE

Roof shingles on 1740 Lakewood Ave NW  
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Floor of the  
Living Room

Top





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