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**MEMORANDUM**

March 30, 2009

TO: FRACCA Board Members

FROM: Cam Fentriss , FRACCA Lobbyist

SUBJECT: Legislative Report

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**LEGISLATIVE SCHEDULE** – Legislative session until May 1, 2009.

**GENERAL INFORMATION** – As expected, Florida's money situation is a dark cloud hanging over everything. One might think that tough times bring everyone together, but right now, it is creating more opportunity for partisan bickering. Among Republicans, there is discomfort with using (or depending on) federal stimulus money. Some Republicans would like the suffering to serve as an incentive to cut government expenses. Democrats would like to consider raising taxes in some areas to fill some of the gaps. The only thing on which they all agree is that there is a big shortage of revenue and relief is not within sight.

Most in Tallahassee have the sense that the budget woes will influence most everything the Legislature considers this session. This is more evident every day. Despite the usual busy work and the appearance of hard work and long hours, this has been a very slow session so far. There has been some focus on streamlining and easing requirements to encourage economic activity (or at least promote less obstruction), but much of that has been unremarkable.

Leaders appear to be playing it close to the vest, and this is probably to avoid making it easy to identify what will or will not be a good bargaining chip as they move into the budget negotiations process.

**ISSUES FOR THE 2009 LEGISLATIVE SESSION** – At the beginning of session, we thought there may be a lot of activity on some "non-money" issues, but that has not happened. Few bills are moving, and much of the time is spent concentrating on finding money or budget cuts and finding ways to stimulate Florida's economy.

**WORKERS' COMPENSATION** – This has kept us busier than any other topic this session. The legislation itself is a simple concept: fix the language in the law that the Florida Supreme Court said was not good enough in the *Emma Murray* case. With the fix, we preserve the control over claimant attorney fees that was accomplished with the 2003 reforms. This control is what has brought us a very large part of the more than 50% decrease in workers' comp rates since 2003, and we have every reason to work very hard to keep this.

The politics make this a difficult issue. Obviously, workers' comp claimant lawyers do not want to see a legislative fix to what they worked long and hard to accomplish at the Florida Supreme Court level. But the opposition does not stop there – it also appears that the larger more powerful group of plaintiff lawyers has joined the fight. This brings much more political capital to the opposition.

In addition to leverage through massive campaign contributions, the plaintiff lawyers also are very intelligent and are very talented at strategy. They specialize in knowing their audience, and they can do more with procedural moves than most.

The bills in play are CS/HB 903 by Anitere Flores (R-Miami) and SB 2072 by Garrett Richter (R-Naples). At this writing, we are close to passing the bill in the House (this should happen on Tuesday, March 31, 2009), but that is the easy part. While there has been a lot of debate moving through the House committees, the votes in favor have been strong and not particularly in question. Representative Flores has done an *outstanding* job with responding to difficult questions and countering opposition.

Although the Senate version passed its first committee easily enough last week, it is likely that things will get harder, and it is not at all certain we can even pass the bill in the Senate. There are two reasons for this. First, the Senate is made up of a greater number of moderate legislators than is the House. This means voting is less predictable, and they do not so closely stick to party lines. Second, the number two person in power is a trial lawyer – Senator Alex Villalobos (R-Miami). He not only carries a lot of weight, he also has a lot of control. So while Senate President Jeff Atwater (R-North Palm Beach) may be determined to push this bill through, that may not be enough of a mandate to get the job done.

We need to be prepared to accept some change in order to reduce the certainty of increased fees that comes from the *Emma Murray* case. Even with the strong House votes, House leadership has indicated that this is a strong possibility in order to ultimately pass something. Although there is no way to tell exactly what sort of acceptable compromise may be offered or even discussed, we can say that the trial bar has yet to offer anything that is acceptable.

**FLORIDA BUILDING COMMISSION / FLORIDA BUILDING CODE (FBC)** – Building codes legislation seems to be an annual habit, but not so much this year. We are moving forward with legislation, but it has not been so easy to get this up and running. The two usual House sponsors, Representatives Larry Cretul (R-Ocala) and Gary Aubuchon (R-Cape Coral) have moved up the leadership ladder and so have less time for a complicated (and potentially contentious) bill like this. Even halfway through session, we are still not sure how we will get a bill moving in the House, but we do have reason to think that interest has grown (or surfaced) in the last week or so.

On the Senate side, Senator Mike Bennett (R-Bradenton) has filed SB 2100 (originally a shell bill and now a committee substitute). This bill already contains a variety of related changes, and the list is growing. Of specific interest to us for addition to the bill is a needed change that was recently brought to our attention. Since someone else (with technical expertise) is better at explaining the details of this issue, I will not do that here, but I will provide what we are trying to do to fix the problem. Senator Bennett has agreed to add language to CS/SB 2100 to remove the effect of a declaratory statement from the Florida Building Commission that essentially mandates we do something for which no product or mechanism exists with respect to meeting a 140 mph wind resistance requirement. We are trying to fix this without attracting opposition from the insurance industry (which does not care about whether a “solution” works or is even possible – only about reducing their exposure to risk). It is a little tricky to fix in law something that is objectionable in the Florida Building Code because you want to be specific enough that the Florida Building Commission cannot say the legislative fix does not apply, but you also want to make it broad enough that it will truly fix the problem. Things would be so much easier if we had a little common sense in the bureaucracy.

A proposed change (addition of new language) in this bill that is of interest to us is this:

Section 553.74(14) The Florida Building Code may not require that an existing air conditioning system installed on the surface of a roof as of July 1, 2009, be raised 18 inches up from the surface on which they are installed until such time as the system is replaced, and an agency or local government having authority to enforce the Florida Building Code or a local building code may not require otherwise.

A summary listing of other topics currently included in CS/SB 2100:

- Change for condominium elevators requirements
- Fix for an expensive Fire Marshal change on elevator keys
- Add “windows, doors, walls, floors, ceilings” to what a home inspector can visually examine
- Increase in licensure and exam fees for home inspectors
- Add some basic requirements for grandfathering of existing home inspectors
- Add home inspectors to the list of My Safe Florida Home inspectors
- Remove Citizens requirement for opening protection for homes valued at \$750,000 or more
- Repeals common elements inspection every five years for condominiums

- Modifies FBC minimum inspection criteria for manufactured buildings
- Allows for local review and inspection for custom or one-of-a-kind manufactured buildings
- Limits recertification for manufactured buildings to when moved to a higher wind speed area
- Allows for equivalency of standards amendments during glitch cycle
- Allows for state licensed facilities amendments due to federal changes during glitch cycle
- Specifies the Florida Building Code does not apply to prisoner temporary housing
- Loosens the conflict of interest harsh standards for membership on a TAC or workgroup
- Allows the Commission to adopt super-majority voting rules for its actions
- Authorizes charging a fee for nonbinding interpretations (already is one for binding)
- Requires that certain state agency inspections be performed by local building departments
- Eliminates the core course requirement
- Allows fees for product approvals to be paid directly to the contractor
- Requires expedited approval for products with FBC approved national certification
- Requires FBC approval of the International Association of Plumbing and Mechanical Officials Evaluation Service (had temporary approval – changing to permanent)
- Deletes FBC approval of:
  - International Conference of Building Officials Evaluation Services
  - Building Officials and Code Administrators International Evaluation Services
  - Southern Building Code Congress International Evaluation Services
- Repeals FBC annual review and recommendation of evaluation entities
- Allows for battery-powered carbon monoxide alarms in health care facilities

As for possible additional changes to the Florida Building Commission, there was earlier in session a fair amount of work done to consider splitting up the Department of Community Affairs (which is the state agency where the Florida Building Commission is located). Most of the discussion was related to department functions other than the Florida Building Commission (such as growth management and affordable housing). At least one of the splitting proposals contemplated sending the Florida Building Commission over to DBPR as a stand-alone division or other type of entity (that would probably be a good thing). But it appears that this topic is off the table for this session.

The Florida Building Commission may suffer some staff cuts as part of the budget process this session or a little later in the year.

**LICENSING / DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION (DBPR)** – So far, there are a few beneficial licensure changes proposed, but there could be more if DBPR would cooperate just a little more than it has so far. If we can get some cooperation, we will try to modify the engineering threshold exemption in section 471.003, Florida Statutes, from \$50,000 to either \$75,000 or \$100,000.

The two “lead” bills are CS/CS/HB 425 by Scott Plakon (R-Longwood) and SB 2262 by Don Gaetz (R-Fort Walton Beach). It is the House bill that has been moving and massaged the most. Right now, the bill contains the following:

- Deletes notary requirements for licensure applications
- Adds to licensure violations the failure to report any prosecution
- Authorizes a DBPR representative to appear in a criminal proceeding for information against a licensee
- Allows DBPR to waive the \$5 portion of licensure or renewal fees for unlicensed activity\*
- Deletes requirement that registered contractors provide a copy of an occupational license
- Removes the separate qualified business organization licensing process (rolls into one license, supposedly)
- Authorizes ECLB to adopt rules to allow for alternatives to financial responsibility (credit scores or bonds)
- Deletes the Florida Building Code core course requirement for affected licensees
- Specifies that “specialty contractor” is as established by the CILB (not local licensing)
- Makes technical changes to reflect earlier legislation changing occupational license to business tax receipt
- Requires local licensing entities to submit information to DBPR within 30 days
- **Allows local governments to impose a civil fine for incorrectly claiming “licensed and insured”**

\*As explained to me, this is requested so that certain license categories that have waived renewal fees (because of an excess of cash for that profession) do not have to send in checks for \$5

There are other bills, including:

SB 1422 by Carey Baker (R-Eustis) and HB 1327 by Eddy Gonzalez (R-Hialeah Gardens) are companion bills that restructure the disclosure statement requirement for owner/builder permits as a checklist (printed below) that requires the signature of the property owner before a permit may be issued. We may be adding a provision to this bill that requires that an owner/builder permit be issued on brightly colored paper that is distinguishable from permits issued to licensed contractors (Cape Coral does this and recently this information with us). The proposed checklist form would be as follows:

1. I understand that state law requires construction to be done by licensed contractors and I have applied for an owner-builder permit under an exemption to that law. The exemption provides that I, as the owner of the property listed, may act as my own contractor with certain restrictions even though I do not have a license.

2. I understand that building permits are not required to be signed by a property owner unless the owner is responsible for the construction and is not hiring a licensed contractor to assume this responsibility.

3. I understand that as an owner-builder, I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed contractor and having the permit filed in his or her name instead of my own. I also understand that contractors are required by law to be licensed and bonded in Florida and to list their license numbers on permits and contracts.

4. I understand that I may build or improve a one-family or two-family residence or a farm outbuilding. I may also build or improve a commercial building if costs do not exceed \$75,000. The building or residence must be for my own use or occupancy. It may not be built or substantially improved for sale or lease. If a building I have built or substantially improved myself is sold or leased within 1 year after the date on which construction is complete, the law will presume that I built or substantially improved it for sale or lease, which is a violation of this exemption.

5. I understand that, as the owner-builder, I must provide direct, onsite supervision of the construction.

6. I understand that I may not hire an unlicensed person to act as my contractor or to supervise people working on my building. It is my responsibility to make certain that people I employ have the licenses required by state law or by county or municipal licensing ordinances.

7. I understand that a frequent practice of unlicensed persons is to have the property owner obtain an owner-builder permit that erroneously implies that the property owner is providing his or her own labor and materials. I, as an owner-builder, may be held liable and subject to serious financial risk for any injuries sustained by an unlicensed person and his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an owner-builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

8. I understand that I may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on my building who is not licensed must work under my direct supervision and must be employed by me, which means that I must deduct FICA contributions and withholding tax and provide workers' compensation for that employee, all as prescribed by law. I understand my failure to abide by these laws may subject me to serious financial risk.

9. I agree that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern owner-builders as well as employers. I also understand that the construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

10. I understand that I may obtain more information regarding my obligations as an employer from the Internal Revenue Service, the United States Small Business Administration, the Florida Department of Financial Services, and the Florida Department of Revenue. I also understand I may contact the Florida Construction Industry Licensing Board (CILB) at 850-487-1395 or [www.myflorida.com/dbpr/pro/cilb/index.html](http://www.myflorida.com/dbpr/pro/cilb/index.html) for more information about licensed contractors.

11. I am aware of and consent to an owner-builder building permit applied for in my name, and understand that I am the party legally and financially responsible for proposed construction activity at the following address:

...(Address of location of construction activity)...

12. I agree to notify the issuer of this form immediately of any additions, deletions, or changes to any of the information I have provided on this form.

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Construction Industry Licensing Board and Department of Business and Professional Regulation may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed contractors may be in civil court. It is also important for you to understand that if an unlicensed contractor, or the unlicensed contractor's employee, is injured while working on your property, you may be held liable for damages. If you obtain an owner-builder permit and wish to hire licensed contractors, you will be responsible for verifying that the contractors are properly licensed and have the required workers' compensation insurance coverage.

Before a building permit is issued, this form must be completed and signed by the property owner and returned to the local permitting agency responsible for issuing the permit. A copy of the property owner's driver's license, form notarization, or other verification acceptable to the local permitting agency is required to be presented when the permit is issued to verify the property owner's signature.

...(Signature of property owner)...

...(Name of property owner)...

...(Date)...

HB 1413 by Trudi Williams (R-Fort Myers) and SB 2598 by Don Gaetz (R-Fort Walton Beach) make more changes to DBPR's general licensure statute and other profession-specific provisions. We are not sure why these changes were not simply included in HB 425 and SB 2272, but we are told that the changes in these bills come from the governor's office (not DBPR). Here is a summary listing of the current wording in this legislation:

- Specifies that only one renewal cycle of continuing education is required for going from inactive to active
- Provides for renewal every four years (instead of two) but proposed to charge twice the fee (too much)
- Allows for acceptance of a valid license and a course on laws and rules for licensees coming from another state for a variety of professions (including construction)
- Allows for prelicensure courses to substitute for experience requirement for contractors
- Authorizes ECLB to adopt rules to allow for alternatives to financial responsibility (credit scores or bonds)

The Construction Coalition is objecting to granting licensure to out-of-state licensed contractors who take the laws and rules exam (along with other professions), and the prelicensure courses to

substitute for the experience requirement (on the theory that this is too likely to become the standard, rather than an option). In addition, the Construction Coalition (along with other professions) is expressing concern with the quadrennial renewals for two reasons: the procrastination in completing continuing education (28 hours instead of 14 hours) is likely to create big problems and there is no rationale for charging twice the fee when DBPR will only be doing about half the work.

**CONSTRUCTION LIEN LAW** – We have traveled halfway through session thinking that there would be no traction on lien law legislation, but it looks like there will at least be some discussion. A bill filed relating to construction bonds, SB 560 by Mike Bennett (R-Bradenton), is the planned vehicle for possible lien law changes and is scheduled to be heard Wednesday, April 1. As filed and as proposed to be amended, the bill would do this:

- Make a variety of changes to public construction work bond provisions (mostly for large jobs)
  - Makes minor/conforming changes to certain forms (see larger form change below)
  - Modifies expiration of NOC to 90 days after completion or as stated in a filed notice of termination
  - Modifies prevailing attorney fees provision to avoid definition of “prevailing” as winning \$1.00 (example)
  - Modifies the structure of the lien law to condition inspections on compliance with this proposed new section:  
Creation of section 713.137 Prerequisites to inspection of improvements; exceptions.—
    - (1) The authority issuing a building permit or a private provider providing inspection services may not inspect the real property being improved unless:
      - 1083
      - (a) The following documents have been filed with the issuing authority:
        - 1.a. A certified copy of the recorded notice of commencement; or
        - b. A notarized statement that the notice of commencement has been filed for recording, along with a copy of the notice.
          - 2.a. A copy of the contractor’s recorded payment bond; or
          - b. A notarized statement of the contractor or owner stating that a payment bond was not required.
        3. A signed copy of the general statement of owner’s rights and responsibilities under Florida’s Construction Lien Law, if required by s. 713.015.
          - (b) The information in the notice of commencement filed with the issuing authority is consistent with the building permit application, complete, and legible.
      - (2) This section does not apply to inspections of the following improvements:
        - (a) The installation of temporary electrical service or other temporary utility service, land clearing, or other preliminary site work.
        - (b) Improvements pursuant to a direct contract in an amount of \$5,000 or less.
        - (c) The repair or replacement of a heating or air-conditioning system pursuant to a direct contract in an amount of \$7,500 or less.**
        - (d) The installation of a solar hot water system pursuant to a direct contract of \$7,500 or less.
- Modifies the notice for property owner on residential work (please see below for more detail)

The proposed modification of the lien law notice that must be provided to a residential property owner requires providing the owner with a copy of the statement and filing of the signed statement with the original building permit application and the form is proposed to be as follows:

GENERAL STATEMENT OF OWNER'S RIGHTS AND RESPONSIBILITIES UNDER FLORIDA'S CONSTRUCTION LIEN LAW

**ABOUT THIS DOCUMENT.**—Florida law requires your contractor to provide you with this document and the attached statutory forms when you are contracting to make improvements to real property. Therefore, it is critical that you have some understanding of Florida’s construction lien and payment laws and take appropriate steps to protect your investment and fulfill your obligations to those who provide labor and materials for your project.

You must acknowledge that you have received and read this document by signing on the signature page. The signed original document must be delivered to the building permit authority, along with the building permit application for your project. Your building permit application will not be processed unless this signed document is in the file. You need to retain a copy of the filed document and the attached statutory forms so that you can follow the procedures described in the document and identify the proper statutory forms as you proceed with your construction project. If your contractor applies for the building permit, he or she must provide you with a copy of the signed and dated general statement of an owner’s rights and responsibilities.

**THE FLORIDA CONSTRUCTION LIEN LAW.**—Part I of chapter 713, Florida Statutes (F.S.), governs private construction projects in this state. The complete text of this law can be found at [www.leg.state.fl.us](http://www.leg.state.fl.us). This general statement is intended as a guide and does not take precedence over the language of Florida’s Construction Lien Law.

Under this law, those who work on your property or provide materials and services and who 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 that 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.

The law also provides procedures to protect owners and guarantee that you will never have to pay more than the amount of your contract if you make proper payments. Although the construction lien law has many complexities, the steps owners can take to protect themselves and establish a “proper payment defense” are simple, but very important.

**STEP 1 — THE NOTICE OF COMMENCEMENT.**—An owner is required by law to complete, sign, and record in the public records an accurate Notice of Commencement for all direct contracts that exceed \$2,500, which notice provides certain specified information. The information provided in the recorded Notice of Commencement is relied upon by all parties who provide labor and materials to your project. A copy of the statutory Notice of Commencement form, s. 713.13, F.S., is attached to this document.

If a lender is financing your project, the lender will assist you in completing the Notice of Commencement and is responsible for recording it in the public records. It is critical that your Notice of Commencement be recorded after any construction loan or mortgage documents are recorded. If you do not have a lender, preparing and recording the Notice of Commencement is your responsibility. The Notice of Commencement must be recorded before commencing construction and posted on your jobsite. For most projects, a copy of the recorded Notice of Commencement must be submitted to the building permit authority before the first building inspection.

**STEP 2 — MONITOR THE DOCUMENTS AND NOTICES YOU RECEIVE.**— Pick up your certified mail. Most lien notices are served by certified mail and you need to know who is providing labor and materials to your project. Section 713.18, F.S., provides that any properly addressed notices that are returned to the sender through no fault of the sender are considered served on the date sent, so failing to claim certified mail only hurts you.

If you expect to be absent for periods of time during your project, you should have an attorney or other agent in a position of trust who understands the law handle these details for you. Make sure someone is receiving your mail and taking steps to obtain the necessary lien releases before making payments to your contractor. If you receive anything that you do not understand, seek the assistance of an experienced construction law attorney.

**STEP 3 — OBTAIN SIGNED LIEN WAIVERS EACH TIME YOU MAKE A PAYMENT TO YOUR CONTRACTOR.**— Each time you pay your contractor you should obtain a Waiver and Release of Lien form from the contractor and from anyone who serves you with a Notice to Owner. Make sure that each release waives lien rights against your project for work or materials furnished through the date of the work or materials that your payment covers. This date is probably not the date you are making the payment, but a date before the payment date through which labor and materials have been billed.

**UNDER FLORIDA LAW, YOU HAVE THE RIGHT TO WITHHOLD PAYMENTS DUE TO THE CONTRACTOR UNTIL YOU HAVE BEEN PROVIDED WITH A WRITTEN WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT FORM OR A WRITTEN WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT FORM SHOWING THAT THE LIENOR'S CLAIM FOR PAYMENT HAS BEEN PAID.**

There are two statutory Waiver and Release of Lien forms. The signed Waiver and Release of Lien Upon Progress Payment should be submitted by a contractor, subcontractor, or material supplier each time you make a payment to your contractor. The signed Waiver and Release of Lien Upon Final Payment should be submitted by your contractor, a subcontractor, or material supplier when they are finished furnishing all work or materials for your project and have received final payment. For example, when the plumber finishes all plumbing on your project and receives final payment from the contractor, you should obtain a Waiver and Release of Lien Upon Final Payment. Once you receive a final waiver from a contractor, subcontractor, or material supplier, you should not need another waiver unless they are hired to do additional work. A copy of both statutory Waiver and Release of Lien forms, s. 713.20, F.S., are attached to this document.

**STEP 4 — OBTAIN A CONTRACTOR'S FINAL PAYMENT AFFIDAVIT BEFORE YOU MAKE FINAL PAYMENT TO YOUR CONTRACTOR.**—In addition to obtaining Final Waiver and Release of Lien forms from the contractor and anyone who has served you with a Notice to Owner, you should obtain a Contractor's Final Payment Affidavit before you make final payment to your contractor. This sworn affidavit should reflect that everyone who supplied labor and materials on your project has been paid in full or should list those subcontractors and suppliers who are still owed money. Make sure that anyone listed as not being paid in full is paid before making final payment to your contractor. You have a right to rely on the information contained in the sworn affidavit when you make final payment to your contractor with respect to any lienor who has not served a Notice to Owner. A copy of the statutory Contractor's Final Payment Affidavit form, s. 713.06, F.S., is attached to this document.

**IF YOU FOLLOW THESE FOUR SIMPLE STEPS, FLORIDA LAW WILL PROTECT YOU AND YOU SHOULD NEVER HAVE TO PAY TWICE FOR THE SAME LABOR OR MATERIALS.**

**ADDITIONAL INFORMATION FOR YOUR PROTECTION**

1. Always hire a Florida-licensed contractor. You can verify the license status of your contractor by accessing the website of the Department of Business and Professional Regulation at [www.myflorida.com/dbpr](http://www.myflorida.com/dbpr) and performing a licensee search. You can check under an individual name or, if your contractor is a company, under the business name and then check to see who the qualifying licensee is for that company.
2. Make sure that your contractor has the proper workers' compensation coverage, or an allowed workers' compensation exemption, and carries sufficient builder's risk or commercial liability insurance. The contractor should be able to provide you with current, valid certificates of insurance from his or her insurance agent.
3. Use caution before accepting an obviously low bid. If it seems too good to be true, it probably is, and your construction project may be in trouble before you even begin.
4. Some contractors require a reasonable deposit to cover the cost of plans and permitting. This is an acceptable practice. However, you should use caution before paying substantial sums to a contractor in advance of the work being performed.
5. At any time during the construction process if you need contract or payment information from anyone providing labor, services, or materials to your project, you have the right to make a written request to them for a Sworn Statement of Account to ascertain the nature of the work performed or to be performed, the materials furnished or to be furnished, the amounts paid or to be paid, or the amounts due or to become due to them. The form for this written Request for Sworn

Statement of Account is attached to this statement. If you received a Notice to Owner from the person to whom you wish to send such a request, make sure you address the request to the person, company, and address listed in the Notice to Owner. The request must be served by you in accordance with lien law provisions (usually by hand delivery, certified mail, or overnight delivery) and you should make sure to request and keep the proof of delivery.

6. If you receive documents or information that you do not understand, consult an experienced construction law attorney.

7. Florida has a Homeowners' Construction Recovery Fund that is funded through a portion of the building permit fees. This fund helps consumers who have been harmed by a licensed contractor. In order to be eligible to recover from this fund, you must have complied with the proper payment procedures as described in this document. For more information, contact the Construction Industry Licensing Board at [www.myflorida.com/dbpr/pro/cilb](http://www.myflorida.com/dbpr/pro/cilb).

8. You have the right to require that a contractor furnish a payment bond so that the owner is exempt from the Construction Lien Law. If there is a payment bond, a lienor must file a claim on the payment bond for payment rather than file a lien on the property. However, if you require a payment bond, understand that the payment bond will likely increase the cost of your construction.

#### OWNER'S ACKNOWLEDGMENT AND RECEIPT

The undersigned owner(s) of Florida real property hereby acknowledge that they are preparing to enter into a contract with \_\_\_\_\_ for the construction of real property improvements to the following-described property (insert address or legal description):

\_\_\_\_\_  
...(Signature of Property Owner).....(Date)...

\_\_\_\_\_  
...(Signature of Property Owner).....(Date)...

Attached Statutory Forms:

Notice of Commencement

Waiver and Release of Lien Upon Progress Payment

Waiver and Release of Lien Upon Final Payment

Request for Sworn Statement of Account

Contractor's Final Payment Affidavit

**ENERGY** – This is another subject that has been slow to move this session, but it looks like the lead Senate committee is finally ready to put something on the table. For right now, the bill to watch is SB 1154 by Jim King (R-Jacksonville and committee chair) will carry the Senate's suggested language. It is scheduled to be heard Tuesday, March 31, but this is just a first step and is not likely to represent the final product for this session. From news reports, it appears that Senator King proposes an effort to try to meet the 20% by 2020 deadline (but is not sure that is realistic) but is still concerned that focusing efforts and money on renewable energy (through solar and wind) is not likely to work.

**FILED BILLS** – This section is omitted for lack of time to update it. I will try to complete this and send it by e-mail at a later date.

If you have any questions or would like more information, please contact Cam Fentriss by e-mail at [afentriss@aol.com](mailto:afentriss@aol.com), by telephone at 850-222-2772, or by fax at 850-894-0502.