LAKE COUNTY
FLORIDA

October 30, 2013

JFB Construction, Inc.
Attn: Mr. Jeff Freeman, President
21209 Seneca Hills Road
Eustis, FL 32736

Subject: Agreement 13-0217F, Residential Replacement Services

Dear Mr. Freeman:

Attached please find a signed original agreement between Lake County, Florida and your firm in support of the subject program. Your firm will be contacted by the primary County representative for the program (Ms. Cheryl Howell) when bidding activity under the new residential replacement agreements commences. A current copy of your certificate of insurance is to be received and approved prior to commencement of any specific project effort.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9424 or bschwartzman@lakecountyfl.gov.

Sincerely,

Barnett Schwartzman
Procurement Services Director

Original: JFB Construction, Inc.
Copy: County Attorney
Housing Services, Ms. Cheryl Howell
Contract File

RESIDENTIAL REHABILITATION AND/OR ROOFING SERVICES
AGREEMENT #13-0217 (F)

Pursuant to Request for Information (RFI) 13-0217, the Lake County Board of County Commissioners (hereinafter "County") has selected the Contractor identified below as a qualified participant for the bidding process for various residential rehabilitation projects falling within the scope of the State Housing Initiatives Partnership (SHIP) or Community Development Block Grant (CDBG) Programs. It is confirmed that the lowest priced responsive bidder under each bidding process will be awarded the project, and that a 3-party agreement that will be subject to review and comment by all parties will be required to be signed by the contractor, the home owner, and the County in support of each project. No quantity of work is guaranteed to the Contractor under this Agreement.

The Lake County Housing and Community Development Division will oversee the program in compliance with applicable SHIP and/or CDBG requirements. Contractor will complete all documents required for SHIP/CDBG grant administration. All construction contracts will be between the individual homeowner and the Contractor. The Contractor agrees to provide all plans, labor, supervision, materials, equipment and operations necessary to complete the specified rehabilitation effort in accordance with applicable building codes. Contractor will be responsible for the acquisition of all required permits for all of the work to be performed. The Contractor agrees to comply with all terms, conditions, and requirements of the County and the SHIP/CDBG grants. Although all construction contracts will be between the individual homeowner and the Contractor, the Lake County Housing and Community Development Division retains the right to periodically inspect all work that the Contractor performs to ensure adequate and satisfactory progress is being maintained prior to approving any appropriate payments to the Contractor.

The Contractor shall present and maintain evidence of commercial general liability insurance coverage with minimum limits of $300,000 per occurrence and $300,000 annual aggregate, including completed operations. The Contractor shall show proof of Worker's Compensation Insurance, in accordance with Florida Statutes Chapter 440, or a copy of an approved BCM-204 Exempt form. Contractor will maintain the required insurance throughout the term of this Agreement. Other general terms and conditions applicable to this Agreement are attached hereto.

The term of this Agreement is one (1) year from the date of County signature specified below and may be renewed for two (2) additional one (1) year periods. Contractor will provide a one (1) year warranty after issuance of the Certificate of Occupancy for all work performed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Office and by CONTRACTOR through duly authorized representative.

COUNTY:

Signature: [signature]
Printed Name: Barnett Schlaczman
Title: Proc Svcs Mgr
Date: 30 OCT 13

Approved as to legal sufficiency:
[signature] for
Sanford A. Minkoff, County Attorney

CONTRACTOR:

Name of Firm: JFB Construction, Inc.
By; Name: Jeff Freeman
Title: Pres
Signature: [signature]
Date: 7/11/13
Mailing Address: 21209 Seneca Hills Rd
Eustis, FL 32736

GENERAL TERMS AND CONDITIONS/ RESIDENTIAL REHABILITATION AND/OR ROOFING SERVICES

PROMPT PAYMENT
It is the policy of the County that payment for all purchases by or through County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for payments ahead of the time frame required in the Prompt Payment Act. Payment activity requires that the prime contractor provide copies of lien waivers/releases confirming that any subcontractors used by the prime contractor have been paid in full.

WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this agreement. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period.

NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this agreement. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit.

CONTINUATION OF WORK
Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

RULES, REGULATIONS AND LICENSES
The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

SUBCONTRACTING
The vendor may subcontract appropriate portion(s) of the work with the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this agreement, including any rights, title or interest therein, to any person, company or corporation without the prior written consent of the County.

INDEMNIFICATION
The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

ACCESS TO RECORDS
The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

COUNTY IS TAX-EXEMPT
The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are <u>not</u> exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

GOVERNING LAWS
The interpretation, effect, and validity of any contract(s) shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

PRIME CONTRACTOR
The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this agreement. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for itself any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

FORCE MAJEURE
The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

GRANT FUNDING
In the event any part of the agreement is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.