AGREEMENT FOR
ON-CALL RESIDENTIAL REHABILITATION DEMOLITION AND REPLACEMENT FOR
THE SHIP PROGRAM
RFP #20-0909(B)

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Baxter Restoration, LLC a Florida limited liability company, its successors and assigns, herein referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY is a recipient of funds under the State Housing Initiatives Partnership program (SHIP); and

WHEREAS, the County desires to utilize a part of these funds for contracting services to carry out its SHIP programs; and

WHEREAS, the County has determined that it is appropriate to enter into an on-call agreement with the Contractor; and

WHEREAS, the County and the Contractor agree to enter into a contract; and

WHEREAS, the County wishes to engage the Contractor to provide contracting services for residential rehabilitation, demolition and replacement.

NOW, THEREFORE, in consideration of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide on-call construction, demolition, and repair work for Lake County on projects that shall not exceed $68,000 each for rehabilitation, and $167,000 each for demolition and replacement (hereinafter referred to as the “Project”). The CONTRACTOR acknowledges and agrees that if work is assigned to the CONTRACTOR, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be issued by the COUNTY. The CONTRACTOR must be notified that it is authorized to proceed prior to the CONTRACTOR performing any of the agreed upon work.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Scope of Services, attached hereto and incorporated herein as Attachment A. It is understood that the Scope of Services may be modified by change order as the Project progresses, but to be effective and
binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 **On-Call:** The CONTRACTOR agrees that this will be an open quantity contract. The COUNTY will not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, the CONTRACTOR agrees and acknowledges that in the event the CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to, time for completion or cost for individual project, that the COUNTY may offer the individual project to any alternate contractor.

3.3 **Conditions:** All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted for rain delays.

3.4 **Term:** The CONTRACTOR and the COUNTY acknowledge that this Agreement is for a one (1) year term. The COUNTY has the option to renew this Agreement for up to four (4) additional one (1) year period(s). The prices set forth in this Agreement shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

3.5 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project. CONTRACTOR shall remain appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY to terminate this Agreement. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

3.6 The CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, this Project assigned to the CONTRACTOR is being supported in whole or in part by State funding and the CONTRACTOR must give preference to the employment of State residents in the performance of the work on the Project if State residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ State residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post employment needs in the State's job bank system.

**Article 4. Payment**

4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement, an amount not to exceed **$167,000 for demolition and replacement projects and $68,000 for rehabilitation projects.** The personnel, equipment, and material needed for each individual project will be determined once the CONTRACTOR receives the project-specific scope of services. Upon reviewing the project-specific scope of services, the CONTRACTOR shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses.
A. A fixed lump sum price represents the CONTRACTOR’S base bid plus the optional portion of the Project, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY’S purchasing policies and procedures.

B. Any hourly rate quoted shall be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

4.2 All invoices shall contain the bid number, date and location of delivery or service, task order or purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. If parts or materials of a value of more than the $25.00 minimum allowable charge are used as part of the Project and are shown on the invoice, they shall be accompanied with a copy of the invoice to the CONTRACTOR from its supplier. A service ticket shall be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. The CONTRACTOR shall also submit with their invoice a completed “Certification of Payment to Subcontractors and Suppliers” form. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and this Agreement may be terminated. Final invoices shall include an original, completed “Certification of Payment to Subcontractors and Suppliers” form, if applicable.

A. Projects $25,000 and Under: The COUNTY shall provide a lump sum payment when any Project tasks are completed by the CONTRACTOR and approved by the COUNTY. For the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments shall be at the sole discretion of the COUNTY.

B. Projects Greater than $25,000: The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Project tasks completed during that period by the CONTRACTOR and approved by the COUNTY’S Project Manager. Retention of funds shall be held in accordance with Florida Prompt Payment Act. For the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 In the event any part of this Agreement or the Project, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.
Article 5. County Responsibilities

5.1 The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY’S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY’S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Terms and Conditions

6.1 Subcontractors:

A. If CONTRACTOR needs to hire a subcontractor to complete the work being assigned, prior approval from the Project Manager is required. CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement. The cost of the subcontractor shall be indicated on the estimate and the invoice. A copy of the subcontractor's invoice to CONTRACTOR shall accompany the invoice being submitted to the COUNTY. Within five (5) calendar days after the award of any subcontract, CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of CONTRACTOR’s subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. CONTRACTOR shall cause its subcontractors and suppliers to comply with the Project schedule and applicable sub-schedules.

E. CONTRACTOR shall include with the final invoice a completed CONTRACTOR’S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

6.2 Emergency Contact: CONTRACTOR shall have a responsible person available at, or reasonably near, the Project on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR shall submit to the COUNTY’S Project Manager, the phone numbers and names of
personnel designated to be contacted in cases of emergencies. This list shall contain the name of their supervisors responsible for work pertaining to this Agreement.

6.3 Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.4 Safety:

A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR shall be notified immediately. CONTRACTOR shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the
COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. CONTRACTOR shall confine all equipment, materials and operations to the Project/Service site and areas identified in the contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

H. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by CONTRACTOR shall be the sole responsibility of CONTRACTOR and the COUNTY shall have no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition.

6.5 Termination. This Agreement may be terminated by the COUNTY upon ten (10) calendar days’ written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar days’ written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar days’ written notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.
6.6 **Assignment of Agreement.** This Agreement shall not be assigned except with the written consent of the COUNTY’S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

6.7 **Insurance.**

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the CONTRACTOR has coverage in accordance with the requirements of this section, shall be furnished by the CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

B. The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
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<tbody>
<tr>
<td>Each Occurrence/General Aggregate</td>
<td>$1,000,000/2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Adv. Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>$5,000</td>
</tr>
<tr>
<td>Contractual Liability</td>
<td>Included</td>
</tr>
</tbody>
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(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

- Combined Single Limit: $1,000,000

(iii) Workers’ compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers’ compensation (Federal, maritime, etc.). If not required by law to maintain workers’ compensation insurance, the CONTRACTOR must provide a notarized statement that if he
or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

   Each Accident  $1,000,000
   Disease-Each Employer  $1,000,000
   Disease-Policy Limit  $1,000,000

(v) Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as an additional insured as their interest may appear on all applicable policies. Certificate(s) of insurance shall identify RFP #20-0909 in the Description of Operations section of the Certificate.

D. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

E. The CONTRACTOR shall provide a copy to the COUNTY’S of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. A simple COI WILL NOT be accepted in lieu thereof.

F. Certificate(s) of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

G. Certificate holder shall be:

   LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
   AND THE BOARD OF COUNTY COMMISSIONERS.
   P.O. BOX 7800
   TAVARES, FL 32778-7800

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and subcontractor providing such insurance.
J. The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

L. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.8 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties as set forth in this Agreement.

6.9 Independent Contractor. The CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.10 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.12 Conflict of Interest. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the
COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.13 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

6.14 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.15 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR 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 CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR 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. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

6.16 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY'S Project Manager.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable medium for the COUNTY'S use which
may include publishing in the COUNTY'S documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records’ laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY’S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.
6.17 **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 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.

6.18 **Pre-Bid Meeting.** If required, the CONTRACTOR shall attend a mandatory pre-bid meeting. Whether or not there is a mandatory or non-mandatory pre-bid, the CONTRACTOR shall be required to carefully examine any supplied drawings and specifications and be thoroughly aware regarding any and all conditions that may in any manner affect the work to be performed under the contract. If a pre-bid meeting is not required, the CONTRACTOR shall visit the site to familiarize themselves with the Project, see existing conditions, and take measurements. No additional allowances will be made for lack of knowledge of these conditions.

6.19 **Drawings/Plans.** If at any time the CONTRACTOR is supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTOR shall not be allowed to share, distribute, display, or in any other way transmit a copy of these plans without the consent of the CONTRACTOR. If there is a need to allow another individual to view the plans, a written request (email is allowed) shall be submitted to the CONTRACTOR’S Project Manager. A written response (email is allowed) from the CONTRACTOR shall be obtained before the plans can be released for viewing.

6.20 **E-Verify.** The CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this Agreement. The CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

6.21 **Bond.** The CONTRACTOR shall duly execute and deliver to the COUNTY a Performance and Payment Bond in the amount of **one hundred percent (100%) of the bid.** The Performance and Payment Bond Forms supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. The completed forms must be delivered to the COUNTY no later than **ten (10) calendar days** after notice of award to the CONTRACTOR. If the CONTRACTOR fails to deliver the bonds within this specified time, including granted extensions, the COUNTY may declare the CONTRACTOR in default of this Agreement, and the CONTRACTOR would be required to surrender any associated offer guaranty/bid bond provided by the CONTRACTOR, and the COUNTY will not accept any offer from CONTRACTOR for a twelve (12) month period following such default. The following specifications will apply to any bond provided:

A. All bonds must be written through surety insurers authorized to do business in the State of Florida as a surety, with the following qualifications as to management and financial strength according to the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:
B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes will apply.

C. For contracts in excess of $500,000, Section 287.0935, Florida Statutes must be followed and the surety must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers must be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled “Surety Companies Acceptable on Federal Bonds,” published annually. The bond amount must not exceed the underwriting limitations as shown in this circular.

D. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety’s resident Florida agent.


7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR’S employees
or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The employees of the CONTRACTOR shall be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR shall provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

7.10 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. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 The CONTRACTOR 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 and services. The CONTRACTOR shall be considered the sole point of contact with regards 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 terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for 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.

7.12 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

7.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.14 Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to the CONTRACTOR:

David G. Baxter
Baxter Restoration, LLC
1106 W. Central BLVD
Orlando, FL 32805

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800
Fax: 352-343-5618
AGREEMENT FOR ON-CALL RESIDENTIAL REHABILITATION DEMOLITION AND REPLACEMENT FOR THE SHIP PROGRAM, RFP #20-0909(B)

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

8.2 This Agreement contains the following Attachment, which is incorporated herein:

Attachment A Scope of Services

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AGREEMENT FOR ON-CALL RESIDENTIAL REHABILITATION DEMOLITION AND REPLACEMENT FOR THE SHIP PROGRAM, RFP #20-0909(B)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

BAXTER RESTORATION, LLC

[Signature]
David G. Baxter, President

This 23rd day of January, 2020.
License #: 15144102

COUNTY

LAKE COUNTY, FLORIDA, through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
Gary Conner, Clerk of the Board of County Commissioners of Lake County, Florida

[Signature]
Leslie Campione, Chairman

This 10th day of March, 2020.

Approved as to form and legality:

[Signature]
Melanie Marsh
County Attorney
I. Overview of the Demolition and Replacement Requirement

Demolition and Replacement effort at a single property is generally limited to $167,000.

II. Overview of the Rehabilitation Requirement

Rehabilitative effort at a single property is generally limited to $68,000. Examples of the residential rehabilitative effort to be performed under the program include, but are not limited to:

a. Weatherization activities;

b. Necessary repairs to correct substantial code violations;

c. Emergency repair activities and creation of additional living space as deemed necessary by the County Manager or Designee, Director of the Office of Housing Human Services, or the SHIP Administrator;

d. Repairs, alterations, and/or additions in order to improve health, safety and well-being or to contribute to the structural integrity and preservation of the unit are included. Correcting deficiencies in support beams, load-bearing walls, and floor joists;

e. Repair or replacement of unsafe or nonfunctional appliances such as stoves and refrigerators;

f. Heating, air conditioning, or water heating systems;

g. Egress or physically disabled accessibility repairs, improvements, or assistive devices, including wheelchair ramps, steps, landings, handrails, or other health and safety measures;

h. Plumbing, pump, wells, septic systems and line repairs to ensure safe drinking water and sanitary sewage and drain fields;

i. Electrical, roofing, and structural repairs needed to remove present hazardous conditions;

j. Broken or inoperable windows, screens, exterior doors, temporary roof patching, or other structural hazards rendering the dwelling unfit for habitation;

k. Storm shutters and landscaping.

III. Overview of the Roofing Requirement

The general requirement is to replace roofs in kind in full accordance with all code requirements. Each request for job-specific pricing will provide detail regarding the specific work to be performed. Examples of residential roofing effort(s) to be performed under the program include, but are not limited to:
a. Removal and replacement of roof sheathing;

b. Removal and replacement of roof shingles minimum 30-year architectural;

c. Permit fees (vendor acquires and pays for all required permits);

d. Dumpster and debris removal from site.

IV. Specifications:

All work performed shall be in accordance with all applicable code and the general terms and conditions of the draft agreement included herein as Exhibit D. Vendors are advised that the bidding document associated with any specific roofing requirement issued pursuant to this program and this Agreement may contain additional site-specific technical requirements. Vendor shall perform all assigned effort in strict accordance with all stated requirements, terms, and conditions.

V. Caveat Regarding Quantity of Work:

Future total work volume is largely dependent upon future grant and funding conditions. No specific degree of effort is guaranteed under the program as a whole, or to any one specific vendor under the program.

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