

RESOLUTION NO. 2019- 273

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS AND REQUIREMENTS OF THE CONTRACT TEMPLATE TO BE USED TO CREATE AND EXECUTE CONTRACTS BETWEEN ST JOHNS COUNTY, A COUNTY RESIDENT AND A CONSTRUCTION CONTRACTOR; AND TO AUTHORIZE THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Opportunity for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery

WHEREAS, HUD has awarded the County a grant in the amount of \$45,837,520 to assist the County in providing assistance to residents impacted by Hurricane Matthew in accordance with the DEO Action Plan; and

WHEREAS, St. Johns County Disaster Recovery and Grants would like to receive the St. Johns County Board of County Commissioners' approval of the contract template in order to enter into a tri-party agreement with a County resident, construction contractor and the County for the duration of the CDBG-DR grant, and to authorize the County Administrator or designee to execute the final agreements on behalf of the County; and

WHEREAS, the Board of County Commissioners has reviewed the terms, conditions and requirements of the agreement template and has determined that entering into the agreement serves the interest of the citizens of St. Johns County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby approves the attached contract template for a tri-party agreement between the County, a County resident, and a construction contractor and authorizes the County Administrator, or his designee, to execute the agreement substantially in the same form as attached as part of the County's CDBG-DR grant program.

Section 3. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 20 day of August 2019.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

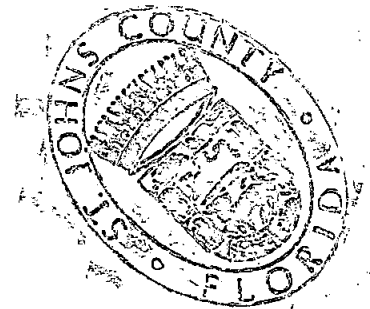
By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

Sam Hacterman

By:
Deputy Clerk

RENDITION DATE 8/23/19



COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR)
HURRICANE HOUSING RECOVERY PROGRAM

AGREEMENT BETWEEN
PROPERTY OWNER, CONTRACTOR,
AND ST. JOHNS COUNTY

This Agreement is entered into this [redacted] day of [redacted] between [redacted], (the Property Owner) who is the owner of the property located at [redacted], the (Property), [redacted] a [redacted] Contractor (the Contractor) and St. Johns County, a political subdivision of the state of Florida (the County) (collectively referred to as the Parties). The Parties agree as follows:

- a) Having carefully examined the Contract Documents identified in Section I of this Agreement, and having been fully informed in regard to the conditions to be met in their execution, the Contractor hereby agrees to furnish all labor, materials, machinery, tools, equipment, supervision, and services necessary to improve the PROPERTY designated as _____ St. Johns County, Florida.
- b) The work shall be performed in accordance with the Contract Documents approved by the County and accepted by the Contractor via Contractor's bid form which was signed and dated by the Contractor on [redacted] ((date)) and duly accepted by the County on [redacted] ((date)) and the Property Owner on the date written above.
- c) As consideration for performance under this Agreement, the Property Owner agrees to authorize payment to the Contractor by the County in the amount of [redacted] 00/100 Dollars (\$ [redacted]) for work as specified for this PROPERTY in the Contractor's bid documents.

I. SCOPE OF WORK

This Agreement for Rehabilitation services shall consist of this Agreement, all bid documents associated with St. Johns County Bid No. _____, the drawings, and Work Write-Up, if any, and the specifications incorporated therein by reference and identified as:

Work Write-Up (Dated: _____) (Attachment A)
Notice to Proceed (Attachment B)
Homeowner Repair, Elevation, and Reconstruction Policy and Procedures (Attachment C)

The above-listed documents shall collectively be referred to as the "Contract Documents" and their contents shall be incorporated into this Agreement.

II. CONTRACTOR RESPONSIBILITY

- a. The Contractor shall perform all labor and furnish all material and services necessary, including all machinery, tools, equipment, and supervision, for the completion of the work contemplated herein, and the Contractor will complete

and furnish the same in a thorough and workmanlike manner. The Contractor shall provide a result that is uniformly professional in appearance, and all components of the project will be of good, sound, reliable quality for their intended function as determined by St. Johns County.

- b. If applicable, the Contractor, agrees to comply with Section 1012 and 1013 of the Residential Lead-Based Paint (LBP) Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. The regulation appears within Title 24 of the Code Federal Regulations as part 35 (24 CFR 35). The Contractor affirms that it is qualified to perform lead hazard reduction activities or has a qualified subcontractor to perform such activities as defined in 24 CFR 35. At a minimum, the Contractor affirms that has any person performing lead hazard reduction activities under this Agreement shall have training sufficient to permit the performance of interim controls or standards treatments in housing built prior to 1978. The Contractor affirms that all subcontractors used will be sufficiently trained to perform lead-based paint hazard reduction activities as defined in 24 CFR 35. The Contractor further affirms that all work will be performed using Safe Work Practices as defined in 24 CFR 35.1350. NOTE: The Contractor understands and affirms that the cost for second and subsequent LBP clearance examinations is the sole responsibility of the Contractor.
- c. The Contractor agrees that the entire project shall be executed in accordance with the specifications outlined within the Work Write-Up to include approved change orders, if deemed required, and drawings, if any attached hereto. In addition, all work shall be performed in accordance with applicable state and local codes and regulations regardless if covered by the Work Write-Up or drawings.
- d. The Contractor is responsible for all fees and permits required for the performance of the work, including permits required by the subcontractors. Permits are to be requested by the Contractor and submitted to the County's Building Services Division, or appropriate building official for projects located within the City of St. Augustine or the City of St. Augustine Beach, prior to onset of work. The Contractor is to post the permits in a conspicuous place on the worksite during construction. The Contractor is also responsible for all communications regarding the initial or rough-in, intermediate, final and any other required inspection requests with the appropriate permitting jurisdiction's, County or municipality, inspection department.
- e. The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris upon completion of the work.
- f. The Contractor shall maintain the insurance coverage described in Section VIII below.
- g. Nothing contained in the Work Write-Up shall be construed as creating any contractual relationship between subcontractors and the Property Owner. **The Contractor shall be as fully responsible to the Property Owner for the acts and**

omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

- h. Precautions shall be exercised at all times for the protection of persons (including employees) and property. Identification of all the Contractor's and subcontractors' employees are to be worn and visible during each site visit.
- i. The Contractor agrees for itself and all subcontractors to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
- j. Contractor agrees to allow access to County representatives at all times, subject to reasonable notice, to inspect the Contractor's books, records, correspondence, construction drawings, receipts, vouchers, payrolls and agreements with and payments made to the subcontractors relating to this Agreement. The Contractor shall agree to maintain all such records for a period of six (6) years after the final CDBG-DR grant closeout for this funding.
- k. The Contractor will promptly pay all subcontractors and suppliers in accordance to the payment requirements of the contract between Contractor and its subcontractors.
- l. The Contractor agrees that any monies it receives pursuant to this Agreement shall be applied to payment of all outstanding invoices from subcontractors and suppliers before Contractor applies such monies to its overhead or profit.
- m. The Contractor shall be responsible for health and safety, as well as the protection of the worksite and building materials, including losses from theft for the duration of the contract period of performance as specified in Work Write-Up (Exhibit A).
- n. The Contractor certifies that it is eligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. Contractor agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this CONTRACT. Contractor will notify the County in writing immediately if Contractor is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this CONTRACT, and will refund the County for any payments made to it while ineligible.
- o. The Contractor agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. Contractor agrees to include this provision in all of Contractor's subcontracts for services under this CONTRACT.
- p. The Contractor agrees to the following Section 3 requirements:
 - 1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities

generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The PARTIES to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the PARTIES to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractors is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractors where the contractor has notice or knowledge that the subcontractors has been found in violation of the regulations in 24 CFR part 135.
 5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- q. To obtain final payment under this Agreement, the Contractor is responsible for executing and delivering to the County all of the following:
1. All documentation provided by county and municipal building inspectors certifying that construction meets local building and construction standards.
 2. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;

3. A final inspection report from the Contractor, signed by County's Site Inspector, showing that 100% of the construction covered by this Agreement has been completed in accordance with the Work Write-Up (Attachment A), including but not limited to:
 - i. verified work completed in compliance with terms of grant;
 - ii. verified ADA compliance, if required per Work Write-Up (Attachment A);
 - iii. confirmation of recorded deed and/or title on file in the real property records within the St. Johns County Clerk of Court's Official Records and personal property on file with the Florida Department of Highway Safety and Motor Vehicles (FLHSMV), if applicable;
 4. Proof that all utilities for the home have been installed and are operable;
 5. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the rehabilitation work as identified in Work Write-Up (Attachment A); and
 6. Any other requirement(s) specified within this Agreement.
- r. No changes will be made in the Work Write-Up (Attachment A) upon the request of the Contractor except on the written approval of the same by the County. No extras or material changes shall be allowed to Contractor or any subcontractors made in any contract or subcontract without the County's prior written approval and consent.

III. PROPERTY OWNER RESPONSIBILITY

- a. The Property Owner shall adhere to all terms and conditions relating to the St. Johns County Community Development Block Grant- Disaster Recovery (CDBG-DR) Housing Recovery Program as outlined in the Homeowner Repair, Elevation, and Reconstruction Policy and Procedures (Attachment D) and all related Federal Regulations.
- b. No changes will be made in the Work Write-Up (Attachment A) upon the request of the Property Owner except on the written approval of the same by the County. No extras or material changes shall be allowed to Property Owner in any contract or subcontract without the County's prior written approval and consent.
- c. Property Owner agrees not to initiate termination of the Agreement between Property Owner and Contractor for breach of contract without first getting the consent of the County.
- d. Property Owner shall allow persons representing the St. Johns County Disaster Recovery Office, or their designee(s), Florida Department of Economic Opportunity (DEO), and the U.S. Department of Housing & Urban Development access to the Property as necessary to conduct inspections and to ensure general compliance with all local, state, and federal requirements.

- e. Property Owner will cooperate with the reasonable requests of the Contractor, as deemed as such by the County, and with the County as such requests relate to construction needs of the Work Write-Up (Attachment A). Property Owner will cooperate with Contractor and County in arranging for inspections by representatives of the County of the progress of repairs from as needed and will promptly comply with County's requirements or satisfy any objections regarding construction of the Work Write-Up (Attachment A) or the progress thereof.
- f. Property Owner shall be responsible for any increases in real property taxes, electric and gas bills, water and sewer charges, which are the result of the improvements made to the real property and the structure(s) located thereon.
- g. Provision of this assistance is contingent upon Property Owner providing satisfactory evidence that he/she holds title to or has other vested interest in the real property named herein.
- h. If required by the County, Property Owner agrees to participate in homeowner maintenance and education classes provided by the County or its representative.
- i. Property Owner will obtain and maintain a homeowner's insurance policy with hazard insurance on the Property.
- j. If the Property receiving funds for rehabilitation or Mobile Housing Unit (MHU) replacement is located within the floodplain the Property Owner will obtain and maintain flood insurance on the PROPERTY.
- k. The Property Owner shall stay current on all property taxes or have a tax deferral, tax exemption, or be current on an approved repayment plan.
- l. Upon the signing of this Agreement, the Property Owner will have thirty (30) calendar days to move personal property out of the Property and store any valuable personal property that could be damaged during the course of construction.
- m. Households participating in mobile home replacement are responsible for removing any obstructions on the Property which would prevent the moving and installation of the new mobile home unit unless otherwise agreed upon with the Contractor.
- n. Property Owner shall permit the Contractor reasonable use of existing utilities such as light, heat, power and water necessary for the proper execution and satisfactory completion of the work.
- o. Property Owner shall provide the Contractor with access to the Property during normal working hours on normal workdays (i.e., Monday through Friday, 7:00 a.m. to 6:00 p.m.). No work shall be performed on Saturday or Sunday unless

agreed to by the Property Owner, Contractor and occupant(s), if the building is occupied.

- p. During construction the Property Owner must not interfere in repair areas, and must make a reasonable effort to stay away from the construction zone unless otherwise agreed upon with the Contractor.
- q. Property Owner and occupants shall cooperate with the Contractor to facilitate the performance of the work. The Property Owner shall be responsible for preparing his or her belongings for temporary storage, if necessary. Property Owner shall be responsible for the removal, storage and return of these belongings. The Contractor shall not be held responsible for damages caused by the Property Owner or occupants.
- r. Property Owner shall confer with the County's authorized representative and receive written approval from the County for any changes in the scope of work or cost prior to the issuing of instructions to the Contractor concerning the changes to the work.
- s. Personal property left in a structure by the Property Owner which is being rehabilitated under the Housing Recovery Program must be done in agreement with the Contractor.
 - i. If the Property Owner is participating in the MHU replacement, or reconstruction program, the Property Owner understands and agrees that any personal belongings left in the unit after the Property Owner has coordinated with the Contractor to start demolition will be part of the demolition process. Personal items will be destroyed and disposed of with all other demolition waste material. The Contractor will not be held responsible for the damage, destruction or disposal of any personal belongings left in the unit after the Property Owner has coordinated with the Contractor to start construction.
 - ii. The Contractor will not be held responsible for damage to personal property which should have been removed after the Property Owner has coordinated with the Contractor to start construction.

IV. COUNTY RESPONSIBILITY

- a. County staff, and their consultant contractor responsible for implementation of the Housing Recovery Program, shall provide general administration oversight and shall assist the Property Owner as needed during all phases of the project.
- b. The County's authorized representative shall make inspection of the work while it is in progress to determine if it is proceeding in accordance with the Contract Documents.
- c. The County shall have the authority to reject work which does not conform to the Contract Documents, substantial level of quality, local codes or adopted program standards.

- d. By Property Owner signature, the County has obtained the right to procure construction services on behalf of the Property Owner and to act and operate in the best interest of the Property Owner, given the HUD federal guidelines are adhered to.
- e. The County will conduct a mandatory pre-construction meeting with the Contractor, to include County and consultant staff, Site Inspector/Cost Estimator. The meeting's purpose is to review the signed Work Write-Up to ensure the best onset and outcome of the project. The Contractor at this time will also provide a written list of all subcontractors to be employed on this project.

V. TERM/TIMELINE

The Contractor shall commence the work to be performed under this Agreement no sooner than three (3) business days from either the Property Owner final move out date of _____, 20____, or, if the nature of the project, condition of the owner or members of the household or other extraneous circumstances do not necessitate a move out, then the Contractor may begin at a time agreeable to the Property Owner which has been identified as _____, 20____. Whichever of these dates is applicable is heretofore referred to as the *Contractor's earliest start date*. The Contractor shall diligently pursue and execute the work and substantially complete same work within 90 calendar days from the *Contractor's earliest start date*.

VI. PAYMENT, RETAINAGE AND LIQUIDATED DAMAGES

- a. The maximum sum to be paid under this Agreement shall not exceed \$_____, without a properly executed Change Order approved by the Property Owner and the County. All Change Orders shall be signed by all PARTIES and included as an amendment to Attachment A.
- b. The Contractor shall be paid for work performed under this CONTRACT within thirty (30) days after the work is:
 - 1. Satisfactorily completed and approved by the Property Owner. Property Owner can withhold approval only for issues related to the scope of work as provided in Section I or for failure of Contractor to perform as provided in Section II-A.
 - 2. Inspected and fully approved by the County's Housing Recovery Program's Site Inspector.
 - 3. The County will make the final determination whether Contractor has performed the work according to this Agreement.
- c. **Retainage:** The Contractor shall be allowed no more than three (3) payments at intervals of thirty percent (30%), sixty percent (60%), and one hundred percent (100%), based upon certain milestones achieved as described in the Work Write-Up (Attachment A) at the time of the notice to proceed, with the County's option to withhold ten percent (10%) retainage from the payment requests until all work is completed in accordance with this Agreement and work approved by the

Property Owner and the County. Retainage will be paid at the project's conclusion and proper approvals, after all documentation requirements for project close-out have been verified. All invoices must be submitted, project warranties delivered to the Property Owner and the County along with all final permits by County inspection representatives.

- d. **Liquidated Damages:** If the Contractor and his/her subcontractors' work is not completed by the ending date listed above in Section V of this Agreement, the Contractor will agree to pay liquidated damages as outlined. The County shall make final determination whether any of these listed circumstances exist. **Liquidated damages shall be \$500 per day.**
- e. As a precondition to receiving final payment hereunder, the Contractor shall deliver to the County Restore St. Johns, 200 San Sebastian View, St Augustine, FL 32084 the following:
 - 1. A complete release of all liens arising out of this Agreement, including a complete lien waiver for Contractor, all subcontractors and all material suppliers to the Contractor for work performed on the PROPERTY by the Contractor under this Agreement.
 - 2. A warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the Contractor or any subcontractor or the quality of material used therein, for one (1) year period, or for such longer period as may be included in any warranty given by the manufacturer of any materials used in the work performed hereunder. The Contractor further acknowledges that it is not eligible for final payment hereunder until such Warranty policy has been delivered to the Property Owner with copy provided to County with such copy signed by Property Owner evidencing the Property Owner's receipt of such Warranty policy.

VII. TERMINATION

- a. Any termination of this Agreement with the Contractor can only be conducted at the discretion of the County. Termination of the Contractor may be considered if the Contractor is found to be in default of this Agreement. A Contractor shall be considered in default of this Agreement whenever any of the following occur:
 - 1. Contractor declares bankruptcy or be adjudged bankrupt, become insolvent, make an assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency;
 - 2. Contractor disregards or violates the provisions of this Agreement or fails to perform the work according to the agreed schedule of completion including any extension thereof or failure to perform the work with promptness and diligence;

3. Contractor fails or refuses to supply sufficient and properly skilled workmen, subcontractors, or proper materials, or fail to make prompt payment thereof;
 4. Contractor disregards County and state laws or ordinances, or otherwise be guilty of substantial violation of any of the provisions of this Agreement.
 5. Unauthorized deviations from the Work Write-Up by the Contractor.
- b. In circumstances where materials or workmanship are in question by the Property Owner, the County will evaluate the situation to verify there is a justifiable request being made by the Property Owner. If the County confirms that there is a justifiable request the Contractor will be provided the option to cure any work completed within the original Work Write-Up and/or properly executed change orders within a seven (7) business days. The County will review the work completed, consult with the Property Owner and the County will make a final decision as to whether the issue was appropriately addressed. In such case, Contractor shall not be entitled to receive any further payment until the work is properly finished, as specified within the Attachment A Work Write-Up (Attachment A) and as agreed upon with the County in order to resolve said issue. If all Parties agree that the issue was addressed the issue will be considered resolved and therefore closed with no further action taken. However, if after said time, the Property Owner remains dissatisfied with the workmanship or materials, but the County finds that the steps taken appropriately addressed the issue, the Property Owner may appeal this decision through the appeal process provided under this program. Any work outside of construction needed to make the home safe for habitation will be suspended during the appeals process. Any decisions made by the County through the appeals process is considered final and no further challenges or appeals will be considered. If the Property Owner refuses to acknowledge the decision of the County and becomes uncooperative or wishes to terminate the project, the County reserves the right to pursue legal action to recoup its investment in the Property. If Contractor does not address the issues in question and refuses to appropriately address said issues, the Contractor will be found in default of this Agreement and may be terminated at the County's discretion. In the event of such termination, the County shall give the Contractor seven (7) business days with a written termination notice thereof.
- c. If a Property Owner wishes to terminate a Contractor for reasons outside of workmanship these issues must be provided to the County for resolution. The County will make the Contractor aware of the issues and work with the Contractor to remedy the situation. If the Contractor refuses to cooperate with the Property Owner and the County, they may be found in default of this Agreement and subject to termination. In the event of such termination, the County shall give the Contractor seven (7) business days with a written termination notice thereof. The Property Owner understands and agrees that the County is responsible for making the final determination of termination of contract. If the Property Owner is found to be uncooperative or wishes to withdraw from the program the County reserves the right to terminate the Agreement with Contractor and secure another eligible contractor to complete

the project in attempts to remedy the situation or may terminate the project and pursue legal action against the Property Owner to recoup the investment in the PROPERTY.

- d. Any project subject to the termination of the Contractor, will result in the immediate replacement by another eligible contractor who bid on the project. If there were no other eligible contractors or bids the project will be rebid for completion of the remaining work.
- e. Failure by the PARTIES to enforce this provision shall not constitute a waiver of this or any other remedy for breach of this CONTRACT.

VIII. INSURANCE AND INDEMNIFICATION

Contractor shall be responsible for any damages resulting from its activities. Prior to commencing work hereunder, Contractor, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the State of Florida, and minimally the below listed insurance. A breach of the insurance requirements shall be material.

Such insurance shall be issued by a company or companies authorized to do business in the State of Florida. The County shall have the right to refuse or approve carriers. This Agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability on Contractor.

A. Commercial General Liability Insurance

Contractor shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, including wrongful death, as well as claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor, and personal injury. The policy shall include the following:

B. Professional Liability Insurance

Prior to commencing work and at all times, any party having design responsibility shall be covered under a professional liability insurance policy, which may be on a claims-made basis. It shall clearly state any retroactive coverage date, have a \$1,000,000 limit for each act, error or omission, have a \$1,000,000 aggregate, and have a \$1,000,000 limit for completed operations extending at least two years beyond completion of the project as minimum coverage.

C. Business Auto Coverage:

Contractor shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned, and hired vehicles with a combined single minimum limit of \$2,000,000 per occurrence, whether operation of such vehicles is by the Contractor or by anyone directly or indirectly employed by the Contractor

D. Umbrella or Excess Liability Insurance

Contractor shall maintain Umbrella or Excess Liability Insurance covering Worker's Compensation, commercial general liability, and business auto liability with minimum limits of liability of \$1,000,000.

E. Workers Compensation and Employers Liability Insurance:

Contractor shall maintain Worker's Compensation Insurance in at least such amounts as are required under Florida law for all of its employees.

F. Builder's Risk

Contractor shall maintain a builder's "all risk" or equivalent policy in the amount of the initial contract price, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, insuring the total value for the entire project at the site on a replacement cost basis.

G. Cancellation, Non-renewal, Reduction in Coverage and Material Change:

Contractor shall provide the County thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage, or any other material policy change.

H. Certificates of Insurance

Contractor shall have furnished the County at the below address with certified copies of certificates of insurance prior to the date of the notice to proceed. St. Johns County, Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084. St. Johns County, a political subdivision of the State of Florida, shall be named on the policies as certificate holder.

Certificates shall state the insurance applies to work performed by or behalf of Contractor. Certificates shall state any retention and identify insurers.

I. Subcontractors

- a. Contractor must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder. The Contractor shall have insurance with the limits and conditions provided for in this section.
- b. In addition to the insurance coverages required the Contractor may be required to present evidence of Environmental Insurance for the removal, handling and disposition of asbestos, lead-based paints, and other hazardous material, whenever containment is required for their removal, handling and disposition in a Rehabilitation project.

J. Indemnification Clause

The Contractor shall indemnify, defend and hold harmless the Property Owner and the County from and against any and all claims, actions, damages, fees, fines, penalties, costs, suits or liability of any kind, including, without limitation, reasonable attorneys' fees and court costs resulting, directly or indirectly, in whole or in part, from any act, error, omission or default of Contractor's or its subcontractors performance or failure to perform under the terms of this Agreement.

The Property Owner shall indemnify, defend and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, costs, suits or liability of any kind, including, without limitation, reasonable attorneys' fees and court costs resulting, directly or indirectly, in whole or in part, from any act, error, omission or default of the Property Owner's or its subcontractors performance or failure to perform under the terms of this Agreement.

IX. CONTACT PERSONS

Property Owner

Contractor

Name: _____ Name: _____

Address: _____ Address: _____

Telephone # _____ Telephone # _____

ST. JOHNS County

Name: St. Johns County, FL
County Administrator
500 San Sebastian View
St. Augustine, FL 32084

X. MODIFICATIONS

- a. The Contractor shall make no changes in the type of work or materials called for in the Work Write-Up and basic specifications without written authorization from the County and the Property Owner. Unauthorized deviations shall constitute a breach of this Agreement and shall be the cause for termination of this Agreement.
- b. No oral order objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained herein and none of the provisions of this Agreement shall be deemed to have been waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and on evidence shall be introduced in any proceeding of any other waiver or modification.

XI. ASSIGNMENT

The Contractor shall not assign this Agreement without the written consent of the County and the Property Owner, which consent shall not be unreasonably withheld. Any request for assignment of this Agreement must be addressed to the County.

Contractor:

Property Owner(S)

By _____

By _____

Printed Name

Printed Name

By _____

Printed Name

WITNESS

WITNESS

By _____

By _____

Printed Name

Printed Name

County:

By _____

County Administrator

Printed Name

WITNESS

Attachments:

“A” Work Write-Up

“B” Notice to Proceed

“C” Homeowner Repair, Elevation, and Reconstruction Policy and Procedures