
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #1 to CC-2184-07/VFT - Master Agreement for SHIP Affordable Housing Repair with Posey Builders Construction; RLH Construction Company; Vision IV Construction, Inc.; Unipark Construction Corporation; and Corinthian Builders, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute First Amendment to Agreements regarding CC-2184-07/VFT with Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Consulting & Management, Inc. d/b/a R.L.H. Construction of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package and additionally adjust the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently.

County-wide

Ray Hooper

BACKGROUND:

CC-2184-07/VFT provides for all labor, materials, equipment, coordination and incidentals necessary for home repair on an as-needed basis at various locations throughout Seminole County. On October 9, 2007, the Board awarded Master Agreements to Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Construction Company of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida.

Amendments under these Master Agreements will become the First Amendments for each Contractor, and will adjust the Insurance Limits that were included within the Award Agreement to the limits that were publicly advertised in Section 00700 - "Insurance" within the original solicitation package. The limits included in Section 00700 were reviewed by the County's Risk Management staff, and found to be acceptable based on the potential dollar amount of the each individual Work Order. All awarded Contractors under CC-2184-07/VFT have submitted Insurance Certificates that met the limits as advertised within Section 00700. Copies of both the email as received during the solicitation phase from Risk Management and the recent email as approved by Risk Program Manager Greg Foppiani, are included within the Agenda Backup.

In addition, due to the staggered execution dates staff requests adjustment to the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. to end on June 8, 2010, in order

for all Master Agreements to run concurrently.

Authorization for the performance of services by Contractors under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Contractors. The work and dollar amount for each work order shall be based on a specific project, and each project is competitively bid with award based on price and time to completion.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendments to CC-2184-07/VFT with Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Consulting & Management, Inc. d/b/a R.L.H. Construction of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package and additionally adjust the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently.

ATTACHMENTS:

1. CC-2184-07_VFT Backup Documentation
2. CC-2184-07_VFT Amendment #1 with Posey Builders
3. CC-2184-07_VFT Amendment #1 with RLH
4. CC-2184-07_VFT Amendment #1 with Vision IV
5. CC-2184-07_VFT Amendment #1 with Unipark
6. CC-2184-07_VFT Amendment #1 with Corinthian

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

Taylor, Vagillia

From: Udo, Toni
Sent: Thursday, October 18, 2007 7:02 AM
To: Taylor, Vagillia
Subject: FW: FW: Insurance CC-2183-07 & CC-2184-07
Attachments: Insurance for Toni.pdf; Insurance for Toni.pdf

FYI

TONI UDO
ACTING RISK MANAGER
SEMINOLE COUNTY RISK MANAGEMENT
200 W. COUNTY HOME ROAD
SANFORD, FL 32773
OFFICE: 407-665-5952
FAX: 407-665-5286
T.UDO@SEMINOLECOUNTYFL.GOV

From: Audrey_Dellolio@AJG.com [mailto:Audrey_Dellolio@AJG.com]
Sent: Wednesday, October 17, 2007 4:30 PM
To: Udo, Toni
Subject: Re: FW: Insurance CC-2183-07 & CC-2184-07

I'm so sorry about the delay on this! I just found it in my emails and realized I'd not responded.

The limits shown on the contract are the MINIMUMS. Based on the work involved, I would recommend the following:

8.1.2 Part Two: (Workers Comp)
\$1,000,000 Each Accident
\$1,000,000 Disease, Policy Limit
\$1,000,000 Disease, Each Employee
Waiver of Subrogation in favor of the County

8.2 Commercial General Liability:
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
Additional Insured status for County
Primary and Non-Contributory "Other Insurance" clause
Change reference of "ISO Form CG 2501" to "ISO Form CG 2503"

8.3 Business Auto:
\$1,000,000 Each Occurrence

In addition, PRIMA recommends the following for Moderate Hazard Projects:

\$1,000,000 Umbrella
Builders Risk
Installation Floater

The above limits should not pose an undue burden on a contractor.

Let me know if any questions.

Audrey Dellolio, ARM
Area Assistant Vice President
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Rd., Ste. 390
Orlando, FL 32819
(407) 563-3553 (v)
(407) 370-3057 (fax)
(800) 524-0191 (v)
Audrey_Dellolio@ajg.com

PLEASE NOTE: The discussion set forth above is only an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice as we are not qualified to do so. I highly recommend that you seek the advice of legal counsel in order to become fully apprised of the legal implications related to these issues.

Please note that coverage cannot be bound by sending an email request or leaving a voice mail. Coverage is bound when confirmation is received from the carrier.

"Udo, Toni" <tudo@seminolecountyfl.gov>

To <Audrey_Dellolio@AJG.com>

cc

10/09/07 11:03 AM

Subject FW: Insurance CC-2183-07 & CC-2184-07

Please advise.

Toni Udo
acting risk manager
Seminole county risk management
200 W. County home road
sanford, fl 32773
office: 407-665-5952
Fax: 407-665-5286
tudo@seminolecountyfl.gov

From: Taylor, Vagillia
Sent: Tuesday, October 09, 2007 11:08 AM
To: Udo, Toni
Subject: Insurance CC-2183-07 & CC-2184-07

Good Morning Toni,

I wanted to find out if the insurance requirements that we listed for the two SHIP projects, Construction/Reconstruction and Repair, are the minimum. I have attached a copy of the scope and the insurance requirements. Thanks and please let me know if you have any questions.

<<Insurance for Toni.pdf>> <<Insurance for Toni.pdf>>

Vagillia "Jill" Taylor
Senior Procurement Analyst
Seminole County Purchasing & Contracts Division
407-665-7122 Phone
407-665-7956 Fax
VTaylor@seminolecountyfl.gov

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

Taylor, Vagillia

From: Hunter, Bob
Sent: Thursday, July 10, 2008 2:17 PM
To: Taylor, Vagillia
Subject: FW: SHIP Insurance Requirements

Robert L. Hunter, MBA, C.P.M., CPPB
Procurement Supervisor
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office (407) 665-7119
Fax (407) 665-7956
bhunter@seminolecountyfl.gov

From: Foppiani, Gregory
Sent: Thursday, July 10, 2008 2:13 PM
To: Hunter, Bob
Cc: Hooper, Ray
Subject: RE: SHIP Insurance Requirements

Gentleman,

As you indicated the limits had been previously approved by Risk Management, and we will stand by those limits.

Greg

From: Hunter, Bob
Sent: Thursday, July 10, 2008 1:33 PM
To: Foppiani, Gregory
Cc: Hooper, Ray
Subject: SHIP Insurance Requirements

<< File: SHIP Insurance Requirements.pdf >>

Robert L. Hunter, MBA, C.P.M., CPPB
Procurement Supervisor
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office (407) 665-7119
Fax (407) 665-7956
bhunter@seminolecountyfl.gov

**FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **POSEY BUILDERS CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 471403, Lake Monroe, Florida 32747, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement  for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated November 28, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY ~~and shall run for a period of two (2) years~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.



Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage  is to be included and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00 <u>\$500,000.00</u>	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) times the Each Occurrence Limit
<u>Products/Completed Operations Aggregate</u>	<u>\$1,000,000.00</u>
Personal & Advertising Injury  Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00
<u>Automobile/Other Motor Vehicle</u>	
<u>Each Occurrence Bodily Injury and Property</u>	
<u>Damage Liability Combined</u>	<u>\$500,000.00</u>
<u>Annual Aggregate</u>	<u>Three times the</u> <u>Each Occurrence</u> <u>Limit</u>

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

, Secretary

[CORPORATE SEAL]



POSEY BUILDERS CONSTRUCTION, INC.

By: _____
DAVID E. POSEY, President

Date: _____

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2008, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and R.L.H. CONSULTING & MANAGEMENT, INC. D/B/A/ R.L.H. CONSTRUCTION, duly authorized to conduct business in the State of Florida, whose address is 1843 McCarthy Avenue, Sanford, Florida 32771, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years with an initial term expiration date of June 8, 2010; however, the Agreement and may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage  for the Florida Workers' Compensation Act, where appropriate, coverage is to be included and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00 <u>\$500,000.00</u>	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) times the Each Occurrence Limit
<u>Products/Completed Operations Aggregate</u>	\$1,000,000.00
<u>Personal & Advertising Injury Limit</u>	\$500,000.00
<u>Each Occurrence Limit</u>	\$500,000.00
<u>Automobile/Other Motor Vehicle</u>	
<u>Each Occurrence Bodily Injury and Property</u>	
<u>Damage Liability Combined</u>	\$500,000.00
<u>Annual Aggregate</u>	<u>Three times the</u> <u>Each Occurrence</u> <u>Limit</u>

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:



R.L.H. CONSULTING & MANAGEMENT, INC.
D/B/A/ R.L.H. CONSTRUCTION

J.M. HILLERY, Superintendent

By: _____
ROBERT L. HILLERY, President

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

P:\Users\aschneider\Affordable Housing\1st Amendment - CC-2184-07-VFT RLH.doc

FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2008, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and VISION IV CONSTRUCTION, INC., duly authorized to conduct business in the State of Florida, whose address is 1401 W. Colonial Drive, Orlando, Florida 32804, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement  for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY ~~and shall run for a period of two (2) years with~~ an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.



Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage  is to be included and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00 <u>\$500,000.00</u>	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) times the Each Occurrence Limit
<u>Products/Completed Operations Aggregate</u>	<u>\$1,000,000.00</u>
<u>Personal & Advertising Injury Limit</u>	<u>\$500,000.00</u>
<u>Each Occurrence Limit</u>	<u>\$500,000.00</u>
	
<u>Automobile/Other Motor Vehicle</u>	
<u>Each Occurrence Bodily Injury and Property</u>	
<u>Damage Liability Combined</u>	<u>\$500,000.00</u>
<u>Annual Aggregate</u>	<u>Three times the</u> <u>Each Occurrence</u> <u>Limit</u>

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

ROYCE CAMP, Superintendent

[CORPORATE SEAL]

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney



VISION IV CONSTRUCTION, INC.

By: _____
JOSE LUGO, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

**FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UNIPARK CONSTRUCTION CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 300 Wilshire Boulevard, Suite 200, Casselberry, Florida 32707, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement  for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated June 8, 2008 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00 <u>\$500,000.00</u>	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) times the Each Occurrence Limit
<u>Products/Completed Operations Aggregate</u>	<u>\$1,000,000.00</u>
<u>Personal & Advertising Injury Limit</u>	<u>\$500,000.00</u>
<u>Each Occurrence Limit</u>	<u>\$500,000.00</u>
<u>Automobile/Other Motor Vehicle</u>	
<u>Each Occurrence Bodily Injury and Property Damage Liability Combined</u>	<u>\$500,000.00</u>

Annual Aggregate

Three times the
Each Occurrence
Limit

Section 2. All other terms and provisions of the Agreement, all Exhibits thereto and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 3. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 4. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

ATTEST:

UNIPARK CONSTRUCTION CORPORATION

, Secretary

By: _____
PEDRO L. MEDINA, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

**FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CORINTHIAN BUILDERS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2175 Marquette Avenue, Sanford, Florida 32773, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement  for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and ~~shall run for a period of two (2) years with~~ an initial term expiration date of June 8, 2010; however, the Agreement and may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.



Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage  is to be included and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00 <u>\$500,000.00</u>	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) times the Each Occurrence Limit
<u>Products/Completed Operations Aggregate</u>	<u>\$1,000,000.00</u>
<u>Personal & Advertising Injury Limit</u>	<u>\$500,000.00</u>
Each Occurrence Limit	\$500,000.00
<u>Automobile/Other Motor Vehicle</u>	
<u>Each Occurrence Bodily Injury and Property</u>	
<u>Damage Liability Combined</u>	<u>\$500,000.00</u>
<u>Annual Aggregate</u>	<u>Three times the</u> <u>Each Occurrence</u> <u>Limit</u>

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express

provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

CORINTHIAN BUILDERS, INC.

, Secretary



By: _____
RICHARD KOVACSIK, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney