

**AGREEMENT FOR LEVY COUNTY SOLID WASTE  
TRANSFER STATION TIPPING FLOOR REPAIR  
CONTRACT ID: 2025-007**

This Agreement (the “Agreement” or “Contract”) is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida (the “County”) and **WHITE KEY CONTRACTORS, LLC**, a **Florida limited liability company** (the “Contractor”) on \_\_\_\_\_, 2025 (the “Effective Date”).)

**RECITALS:**

WHEREAS, on December 9, 2024, the County issued Invitation to Bid No. 2025\_007 for the project described in Article 2 below, received only one bid and cancelled the bid process;

WHEREAS, on January 17, 2025, the County rebid the project as Invitation to Bid No. 2025\_012 (the “ITB”) in accordance with the applicable procurement policies;

WHEREAS, Contractor submitted a bid in response to the ITB and was selected by County to provide the services; and

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

**ARTICLE 1 – INCORPORATION OF DOCUMENTS**

The ITB consisting of 36 pages (including the Part 5 Bid Plans) and the bid submitted by the Contractor dated February 17, 2025 (the “Bid”) are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement, (2) the Bid Plans, (3) the ITB, and (4) the Bid.

**ARTICLE 2 – THE WORK**

2.1 Scope of Work: The Scope of Work (the “Work” or “Services”) consists of the following:

a. General Description: Repair of the concrete tipping floor at the Levy County Solid Waste Transfer Station to include cleaning existing floor, repairing rebar, applying bonding agent, providing and placing concrete overlay covering approximately 5,000 square feet.

b. Plans and Specifications: The Work shall be performed in accordance with the Bid Plans (consisting of 2 pages) attached to this Agreement and the applicable specifications contained in the Florida Department of Transportation, FY 2023-2024 Maintenance Specifications, Supplemental Specifications, for Road and Bridge Construction at the following website: <https://www.fdot.gov/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS>.

2.2 Schedule of Work; Notice to Proceed; Liquidated Damages: The County will issue a written Notice to Proceed to the Contractor within 10 days of execution of Agreement by both parties. The Contractor shall complete the Work within the time set forth in the Notice to Proceed. In its Bid, the Contractor agreed to complete the Pre-Site Work Time (defined as the period between issuance of a Notice to Proceed and the actual start of Site Work) within 30 calendar days and agreed to complete the Site Work Time (defined as the time from shut down of the Facility to restarting Facility operations - when the repair area is sufficiently cured to allow wastes to be deposited on the tipping floor and moved

across the repaired area to the transfer trailer) within 10 calendar days. Calendar days means consecutive days including weekends and holidays. THE PARTIES EXPRESSLY AGREE THAT TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK. If the Work is not completed within the times set forth in the Notice to Proceed, or within such extra time as may be granted by the County, the Contractor shall be deemed in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500 per calendar day; except that liquidated damages shall be paid at a rate of \$1,500 per calendar day that the facility cannot operate in excess of the specified Work time. The County shall have the right to deduct the liquidated damages from any money the County owes the Contractor.

### 2.3 Description of Work by Pay Item:

a. Mobilization: This Pay Item consists of the preparatory work and operations in mobilizing for beginning the work included in the Work. The preparatory work and operations include, but is not limited to, those operations necessary for the movement of personnel, equipment supplies, and incidentals to the project site throughout the project, obtaining all required permits including Building Permit, establishment of safety equipment, traffic control and barriers, first aid supplies, sanitary and other facilities, and submittals as required by these specifications, special provisions, and Federal, State and local laws and regulations, plus all demobilization from the site. The costs of any required insurance and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall be included in this Pay Item.

This Pay Item will be paid for as a lump sum divided into three (3) payments. Twenty-Five percent (25%) will be paid upon contract execution, submittal of project schedule and construction bond. Fifty percent (50%) will be paid no more than 30 calendar days prior to the scheduled site work. The remaining Twenty-Five percent (25%) will be paid at the satisfactory completion of the project. The mobilization shall not exceed more than Ten percent (10%) of the total contract value.

b. Demolition: This Pay Item consists of all work associated with the cleaning and removal of existing materials as required by this Agreement and necessary to prepare the surface for the proposed concrete overlay and which are not specifically included in other pay items. This item will be paid for as a lump sum.

c. Preconstruction Survey: This Pay Item consists of a topographic survey on a 10 foot maximum grid within and within 5 feet outside of the proposed repair area. The grid shall be established such that it can be repeated for subsequent surveys. The elevations shall be referenced to a temporary bench mark established at a location within the building which is not likely to change or be damaged during the work or the operation of the facility. A point file of the surveyed points with x, y, and z coordinates shall be provided in a comma delimited text file in addition to a drawing showing the spot elevation locations and elevations mapped onto a base map of the Transfer Station. This item will be paid for as a lump sum.

d. Post Construction Survey: This Pay Item consists of a subsequent survey for comparison purposes with the Preconstruction Survey. Additional points may be needed along the transition areas. A point file of the surveyed points with x, y, and z coordinates shall be provided in a comma delimited text file in addition to a drawing showing the spot elevation locations and elevations mapped onto a base map of the Transfer Station. This item will be paid for as a lump sum.

e. Transition Edge: This Pay Item consists of preparing the edges of the repair area as required to transition from the existing floor level to that of the proposed concrete overlay. This includes saw cuts, removing existing concrete to provide required depth and rebar clearance in the transition area. Plan quantity is the measured distance across the building the edge of the metal plat on the easterly end and the construction joint at the westerly end of the proposed repair area. Payment for this item is by the linear foot of transition area completed.

f. Reinforcing Bars: This Pay Item consists of all work and materials associated with removing damaged reinforcing bars and replacing them with like bars with the required overlap within the repair area. Work includes removing existing concrete to provide the required clearance and overlap for replacement bars. Plan quantity is based on an assumed quantity. Payment for this item will be by the linear feet of rebar installed.

g. Isolation Joint: This Pay Item consists of all work associated with providing and installing isolation joint material between the existing site features and the proposed concrete overlay. Payment for this item is by the linear foot of isolation joint completed.

h. Concrete: This Pay Item consists of providing of material, labor, equipment, and supplies necessary for the placement, compaction, finishing and curing of the proposed concrete overlay. This item shall include all testing required by this Agreement. Plan volume is based on 10-inches over the repair area. Payments for this item will be by the cubic yard volume of concrete placed and finished.

#### 2.4 Work Submittals.

a. Submittals for materials shall be provided to the County Engineer for review at least 5 working days ahead of the time at which the material is planned to be used. Test results shall be provided as soon as results are obtained.

b. Submittals shall be provided in PDF format suitable for printing paper no larger than 11" x 17" unless another format is more suitable and agreeable to the County Engineer.

c. Required submittals shall include schedule of work, list of suppliers, and list of construction supervisors with contact information, concrete mix design, test results,

2.5 Inspection and Acceptance: Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the County shall make an inspection. If the County finds the Work fully performed and acceptable under this Agreement, final payment shall be issued by the County. If the County finds that the Work has not been fully performed and is not acceptable, the County shall provide a written list of items which need to be completed or corrected. These items shall be completed within 10 days of the written notification to the Contractor. Allowing the Contractor to continue and finish the Work or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

2.6 Warranty: The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and the quality of all such Work

shall equal or exceed prevailing industry standards for the performance of such Work. In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, the County shall have the right, at its sole discretion to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the fully amount of any value paid in violation of a warranty, and to recover all sums paid to the Contractor under this Agreement.

### **ARTICLE 3 – CONTRACTOR’S RESPONSIBILITIES**

3.1 Contractor shall perform the Scope of Services in strict accordance with the provisions of this Agreement, including:

- a. Furnishing all required labor, materials, equipment, tools, transportation, and supplies required to accomplish the Work.
- b. As time is of the essence for this Work, once Work has commenced it shall be continuously performed to completion. The Work shall be performed and completed in the manner best calculated to promote rapid construction consistent with safety of life and property to the satisfaction of the County.
- c.. Coordinating with Solid Waste staff to maintain operations of the Solid Waste Management Facility. This may require work during weekend, night and/or holiday periods as required to minimize the disruption of the normal operations of the Solid Waste Facility.
- d. Cleaning up after the Work and paying all costs incidental thereto. Any debris or unused materials which are not allowed in Class I wastes shall be removed from the building and properly disposed of in accordance with applicable regulations. This shall include repair or restoration of all structures and property that may be damaged or disturbed during the performance of this Work.

3.2 Contractor agrees that, to the best of its ability, the key personnel identified in the Bid (if any) will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Bid, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.

3.3 Contractor shall obtain and maintain throughout the term of this Agreement, all licenses and permits required by law.

3.4 Contractor shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

3.5 As required by 119.0701, Florida Statutes, the following notice is given regarding Contractor’s duty to comply with Florida’s public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Contractor shall:

- (i) Keep and maintain public records required by County to perform the services;
- (ii) Upon request from 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) 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 term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and

(iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**  
**EMAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**  
**MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621**

3.6 If an owner, except a stockholder in publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that work on the project, by the offender or predator, is consistent with his/her probation requirements.

**ARTICLE 4 – COUNTY'S RESPONSIBILITIES**

4.1 County shall perform the responsibilities contained in this Article 4 in a timely manner so as not to delay the services of the Contractor.

4.2 County shall furnish to Contractor, upon request of Contractor and at County expense, all existing studies, reports and other available data pertinent to the work to be performed under this Agreement which are within the County's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.

4.3 County shall provide reasonable access and entry to all public property required by Contractor to perform the work described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

## **ARTICLE 5 – TERM and TERMINATION**

5.1 The term of this Agreement shall begin on the Effective Date and shall continue until Contractor completes the Work and County accepts the Work as satisfactory, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended by written amendment to this Agreement signed by both parties. .

5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days advance written notice to Contractor, which notice specifies the cause of termination and allows the Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Work is no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.

5.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.

5.4 Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

## **ARTICLE 6 – PAYMENT**

6.1 The Contractor agrees to provide the Work, including materials and labor, for a total amount of **NINETY NINE THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$99,730.00)** as set forth in the Base Bid Unit Price Schedule Form (consisting of 1 page) attached to this Agreement. Payment will be made by County to Contractor on the basis of the Pay Items described in Article 2 above that are completed, inspected and accepted by the County.

6.2 Invoices received from the Contractor pursuant to this Agreement will be reviewed by the County Engineer. Contractor agrees to provide the County with any additional documentation requested to document the Work and/or process the invoices. If Work has been rendered in conformity with this Agreement, the invoice will be processed for payment. All invoice must reference the Contract Number assigned by the County after execution of this Agreement.

6.3 Invoices will be paid in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes.)

6.4 The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

## **ARTICLE 7 – STANDARDS AND CORRECTIONS**

7.1 Contractor shall perform or furnish to County all services to a level of technical skill, ability, and diligence as required for professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance

with this Agreement and with generally accepted standards of professional practice and with the laws, statues, ordinances, codes, rules and regulations governing Contractor's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive the termination of this Agreement.

### **ARTICLE 8 – COUNTY PROPERTY**

All documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

### **ARTICLE 9 – NOTICES**

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Manager  
P.O. Box 310  
310 School Street  
Bronson, FL 32621

If to Contractor:

White Key Contractors LLC  
Attn: David White  
215 E. Main Street  
Bronson, FL 32621

### **ARTICLE 10 – NO CONTINGENT FEES**

Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **ARTICLE 11 – NO ASSIGNMENTS**

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without prior written consent of County.

11.2 Contractor shall not subcontract any services or work to be provided to County without prior written approval of the County. The County reserves the right to approve or reject any subcontractor or

subconsultant and to evaluate/inspect any subcontractors in order to determine the ability of the subcontractor or subconsultant. The County's approval of a subcontractor or subconsultant shall not be unreasonably withheld. The Contractor is encourages to seek minority and women business enterprises for participation in subcontracting opportunities.

### **ARTICLE 12 – PAYMENT AND PERFORMANCE BOND**

11.1 A combination Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution. The Bond shall be in the Statutory form provided in Section 255.05, Florida Statutes, and shall provide that, in the event of non-performance on part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Bronson, Florida.

### **ARTICLE 13 – INDEMNIFICATION**

12.1 The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

12.3 This Article shall survive termination of this Agreement.

### **ARTICLE 14 – INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the ITB/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as



a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for required insurance is as follows:

- A. Workers' Compensation: Unless proof of exemption under State law is provided, this coverage is to apply for all employees at the limits provided in applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. Public Liability Insurance: Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- C. Commercial General Liability – Occurrence Form Required: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operation, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- D. Professional Liability (Errors & Omissions including Data Breach Coverage): Not required for this Work.
- E. Commercial Automobile Liability Insurance: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

#### **ARTICLE 15 – CONTACT PERSON(S)**

Upon written request of Contractor, the County Manager shall designate one or more County employee(s) to serve as a point of contact for the day-to-day performance of this Agreement.

#### **ARTICLE 16 – SEVERABILITY**

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by

either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

#### **ARTICLE 17 – GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **ARTICLE 18 – INDEPENDENT CONTRACTOR**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and its employees, subcontractors and subconsultants. Under no circumstances shall Contractor, its employees, subcontractors or subconsultants look to the County as his/her employer, or as a partner or agent. Neither Contractor, nor any of and its employees, subcontractors and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

#### **ARTICLE 19 – THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### **ARTICLE 20 – MISCELLANEOUS PROVISIONS**

20.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the Contractor submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

20.2 As required by Section 287.133(3)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies on leases or real property to a public entity; may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

20.3 If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its Bid, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

20.4 The Contractor must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Contractor agrees that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Contractor agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Contractor to submit reports, and permit the County access to Contractor’s books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Contractor’s compliance with laws that prohibit harassment and discrimination.

20.5 The County and/or its designee shall have the right at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after expiration or termination of this Agreement.

20.6 Contractor agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes; however, the Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County’s tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

20.7 Contractor agrees to comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees and will require the same of any of its subcontractors.

**ARTICLE 21 – ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY**

This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought. If any term or condition of this Agreement is deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof. The person signing this Agreement represents and warrants that he or she is duly authorized and to execute and deliver this Agreement on behalf of the Contractor. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

BY: \_\_\_\_\_  
Desiree Mills, Chair

ATTEST: Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of County  
Commissioners

\_\_\_\_\_  
Matt Brooks, Clerk

Approved as to form and legal sufficiency

\_\_\_\_\_  
Nicolle M. Shalley, County Attorney

WHITE KEY CONTRACTORS LLC

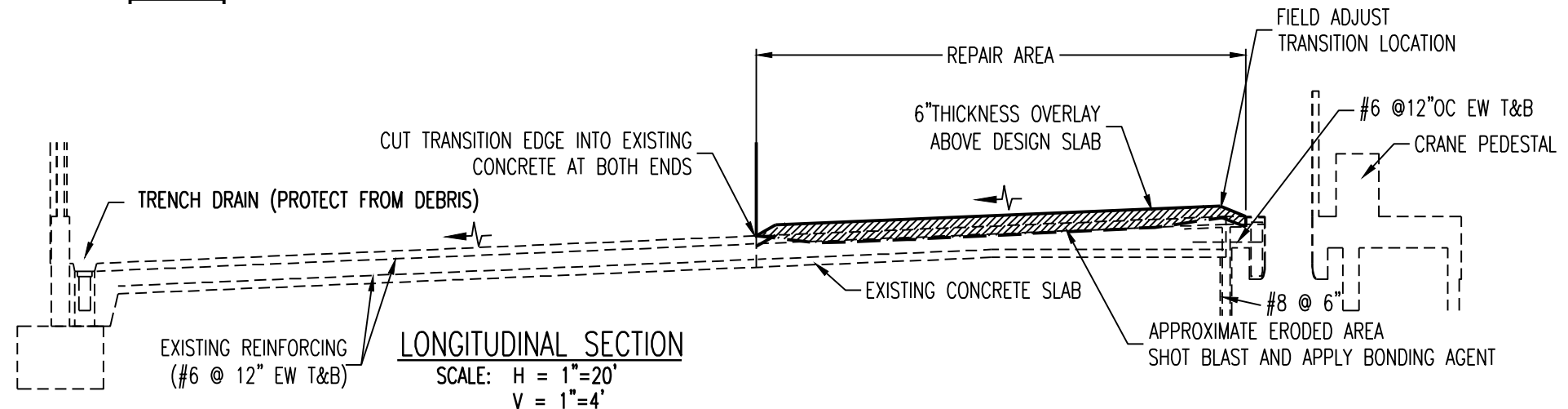
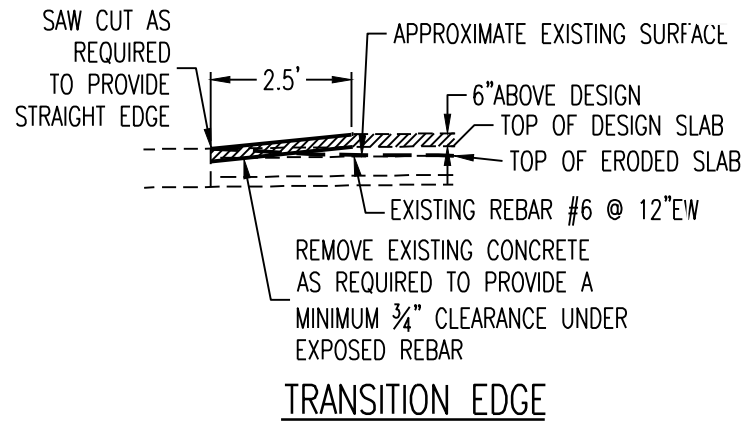
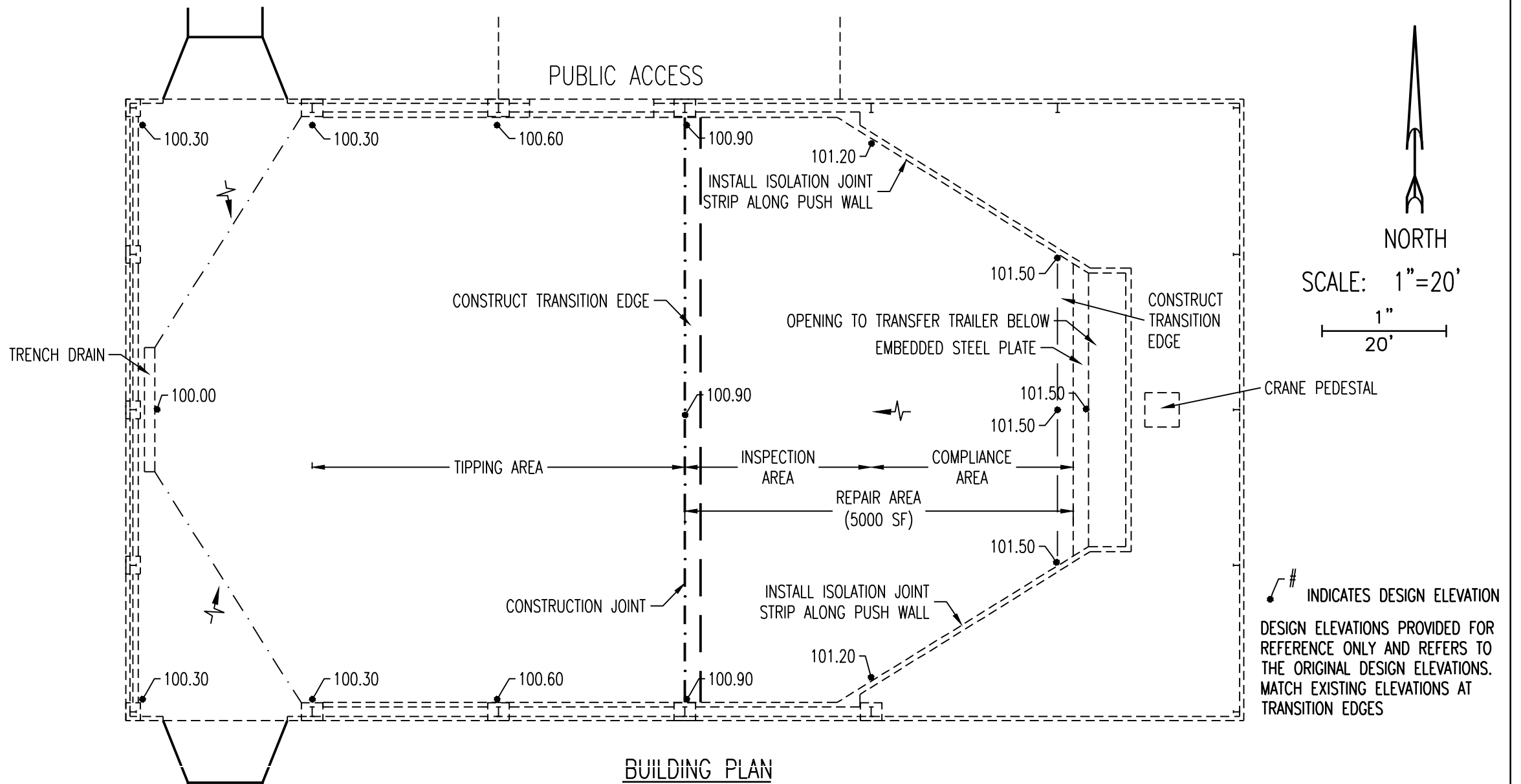
BY: \_\_\_\_\_  
David S. White, President

ATTEST/WITNESS

\_\_\_\_\_  
Secretary of Corporation

**SCOPE OF WORK:**

1. PERFORM A PRECONSTRUCTION TOPOGRAPHIC SURVEY OF THE REPAIR AREA ON A GRID SPACING NOT TO EXCEED 10 FEET. GRID SHALL BE ESTABLISHED SO THAT IT IS REPEATABLE FOR FUTURE MEASUREMENTS.
2. CLEAN SURFACE USING SHOT BLAST OR OTHER APPROVED METHOD TO REMOVE LOOSE MATERIAL AND DEBRIS AS NEEDED TO PROVIDE A SUITABLE SURFACE FOR THE BONDING AGENT.
3. CUT TRANSITION EDGES.
4. REPAIR EXPOSED REBAR PER DETAILS ON SHEET 2.
5. INSTALL ISOLATION JOINT MATERIAL ALONG PUSHWALLS. ATTACH TO EXISTING AS NEEDED TO HOLD IN PLACE DURING CONCRETE PLACEMENT.
6. APPLY BONDING AGENT PER MANUFACTURER'S WRITTEN DIRECTIONS TO THE CLEANED AREA AND TRANSITION EDGES.
7. POUR CONCRETE OVERLAY, CONSOLIDATE AND TROWEL FINISH GRADED TO PROVIDE POSITIVE DRAINAGE TOWARD THE TRENCH DRAIN. PROVIDE A CLASS B TOLERANCE OF LESS THAN 1/4" GAP UNDER A 10 FOOT LONG STRAIGHT EDGE.
8. SAMPLE AND TEST CONCRETE FOR WATER TO CEMENTITIOUS MATERIALS RATIO, AIR CONTENT, CHLORIDE CONTENT, TEMPERATURE, SLUMP AND COMPRESSIVE STRENGTH ONCE PER 50 CUBIC YARDS OR ONE DAY'S PRODUCTION, WHICHEVER IS LESS. PULL 4 TEST CYLINDERS FOR EACH REQUIRED SAMPLE. TEST ONE CYLINDER AT 24 HOURS, 48 HOURS, 7 DAYS AND 28 DAYS.
9. CURE CONCRETE.
10. PERFORM POST CONSTRUCTION TOPOGRAPHIC SURVEY OF THE COMPLETED WORK ON SAME GRID AS PREDEVELOPMENT TOPOGRAPHIC SURVEY.
11. REMOVE ALL CONSTRUCTION DEBRIS AND OTHER ITEMS FROM THE BUILDING.



D. Andrew Carswell, State of Florida, Professional Engineer, License No. 45831

SIGNED  
This item has been electronically signed and sealed by D. Andrew Carswell, PE on the date indicated here using a SHA authentication code.  
Printed copies of this document are not considered signed and sealed and the SHA code must be verified on any electronic copies.

D. ANDREW CARSWELL, PE#45831

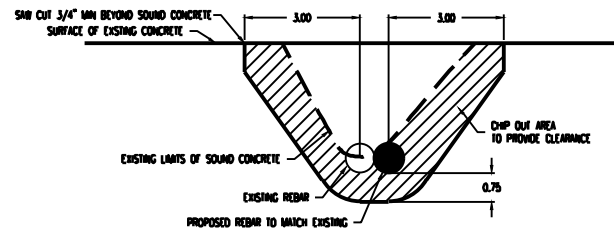
DATE

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY ENGINEER  
310 SCHOOL STREET, BRONSON, FL 32621  
PHONE: 352-529-7832  
EMAIL: COUNTYENGINEER@LEVYCOUNTY.ORG

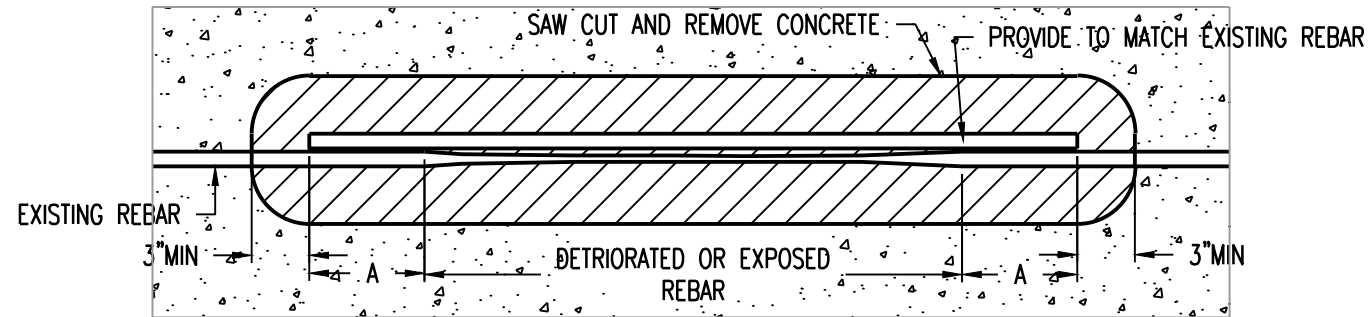
SOLID WASTE TRANSFER STATION  
TIPPING FLOOR REPAIR  
LEVY COUNTY SOLID WASTE MANAGEMENT FACILITY

**FLOOR PLAN**

DATE: 9/9/2024	PROJECT NO.: 2023009
DRAWN BY: AC	SHEET 1 OF 2



SECTION VIEW



PLAN VIEW

**NOTES:**

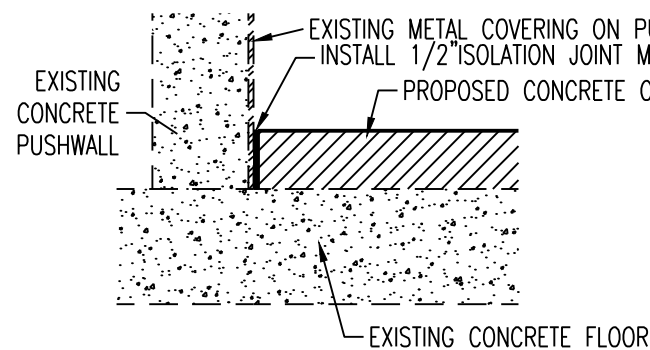
1. REPLACE REBAR WHEN SECTION LOSS IS GREATER THAN 20% OR WHEN BENT SUCH THAT IT CAN NOT BE RETURNED TO THE PROPER POSITION.
2. REMOVE CONCRETE IN THE VICINITY OF REBAR REPLACEMENT AS SHOWN OR
3. WHEN EXISTING REBAR IS EXPOSED MORE THAN 50%.
4. ABRASIVELY CLEAN EXPOSED REBAR.
5. SAW CUTTING IS NOT REQUIRED WHERE THE REPAIRED AREA WILL BE COVERED BY THE PROPOSED CONCRETE OVERLAY. ONLY SAW CUT WHEN REPAIR AREA IS IN AN AREA NOT BEING OVERLAYED.

<u>OVER LAP LENGTH "A"</u>	
<u>BAR SIZE</u>	<u>OVERLAP</u>
5	38"
6"	46"
8"	76"

EXPOSED REBAR REPAIR

MATERIAL SPECIFICATIONS:

1. CONCRETE SHALL MEET THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2023-2024 SECTION 346. CEMENT SHALL BE TYPE II, CONCRETE SHALL BE CLASS V HAVING A MINIMUM 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 6,500 PSI, A MINIMUM WATER TO CEMENTITIOUS MATERIALS RATIO OF 0.37 WITH A MINIMUM CEMENTITIOUS MATERIALS CONTENT OF 600 POUNDS PER CUBIC YARD WITH A TARGET SLUMP OF 3 INCHES. THE MAXIMUM ALLOWABLE CHLORINE CONTENT SHALL BE 0.40 POUNDS PER CUBIC YARD. THE AIR CONTENT SHALL BE LESS THAN 6%. SUBMIT CONCRETE MIX TO ENGINEER FOR APPROVAL.
2. REINFORCING BARS SHALL BE ASTM 615, 60 KSI, DEFORMED BILLET STEEL BARS, UNFINISHED.
3. BONDING AGENT SHALL BE SIKADUR-32 HI-MOD OR APPROVED EQUAL.
4. ISOLATION JOINT MATERIAL SHALL BE A SEMI-RIGID, CLOSED-CELL POLYPROPYLENE FOAM, PREFORMED JOINT FILLER THAT COMPLIES WITH ASTM D8139 1/2" MINIMUM THICKNESS. NOMAFLEX OR APPROVED EQUAL.



ISOLATION JOINT MATERIAL SHALL BE A SEMI-RIGID, CLOSED-CELL POLYPROPYLENE FOAM, PREFORMED JOINT FILLER THAT COMPLIES WITH ASTM D8139. NOMAFLEX OR APPROVED EQUAL.

ISOLATION JOINT

D. Andrew Carswell, State of Florida, Professional Engineer, License No. 45831

SIGNED \_\_\_\_\_  
 This item has been electronically signed and sealed by D. Andrew Carswell, PE on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA code must be verified on any electronic copies.

\_\_\_\_\_  
 D. ANDREW CARSWELL, PE#45831

\_\_\_\_\_  
 DATE

**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**  
**COUNTY ENGINEER**  
 310 SCHOOL STREET, BRONSON, FL 32621  
 PHONE: 352-529-7832  
 EMAIL: COUNTYENGINEER@LEVYCOUNTY.ORG

**SOLID WASTE TRANSFER STATION**  
 TIPPING FLOOR REPAIR  
 LEVY COUNTY SOLID WASTE MANAGEMENT FACILITY

**DETAILS**

DATE: 9/9/2024	PROJECT NO.: 2023009
DRAWN BY: AC	SHEET 2 OF 2

**BASE BID UNIT PRICE SCHEDULE FORM**

The undersigned, as bidder, does hereby declare that he/she has read the Invitation to Bid, Scope of Work, Intent and General Information, General Conditions, Bid Form and Required and Optional Forms, Bid Plans, Form of Contract Documents, any addenda that may have been issued, and any other documentation included in ITB\_2025\_012, Levy County Solid Waste Transfer Station Tipping Floor Repair.

Total base bid price shall constitute the cost portion of the determination of bid award.

Total base bid price shall include all necessary items and equipment that meets the Scope of Work and all requirements therefor contained in this Invitation to Bid:

ITEM NO.	DESCRIPTION	BASE BID			
		UNIT	PLAN QUANTITY	BID UNIT COST	TOTAL ITEM COST
1	Mobilization	LS	1	\$20,000	\$20,000
2	Demolition	LS	1	\$8,000	\$8,000
3	Preconstruction Survey	LS	1	\$3,000	\$3,000
4	Post construction Survey	LS	1	\$3,000	\$3,000
5	Transition Edge	LF	152	\$50.00	\$7,600
6	Reinforcing Bars	LF	100	\$100.00	\$10,000
7	Isolation Joint	LF	140	\$67.00	\$9,380
8	Concrete	CY	155	\$250.00	\$38,750
<b>TOTAL BASE BID:</b>					<b>\$99,730.00</b>

We agree to complete the work within the following time periods:

Pre Site Work Time: 30 Days Calendar Days

Site Work Time: 10 Days Calendar Days

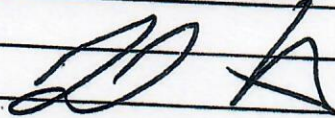
It is further certified that we have visited the site of the Work and made appropriate inquiries to determine the actual conditions prior to submission of this bid.

Name of Business: White Key Contractors LLC

Contact Person: David White

Email Address: whitekeycontractors@yahoo.com

Date: 02/17/2025

Authorized Signature: 

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**