

**BIDDING SPECIFICATIONS FOR UNIVERSITY OAKS WATER SYSTEM- PHASE III-A
SECTION 00050-AGREEMENT**

This AGREEMENT, made this 25th day of June, 2021 by and between LEVY COUNTY, a political subdivision of the State of Florida, hereinafter called "OWNER" and CARTER EXCAVATING, INC., doing business as CARTER EXCAVATING, INC., hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **UNIVERSITY OAKS WATER SYSTEM- PHASE III-A**. The project consists of constructing 2,100 LF of 6" water main, fire hydrant assemblies, and connections to existing services.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR shall use Thomas Carter as the Project Superintendent for the entire duration of the PROJECT described herein.
4. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the LUMP SUM of \$118,475.00 as shown in the Exhibit A - Attached
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) PROJECT OVERVIEW
 - (C) INFORMATION FOR BIDDERS
 - (D) BID
 - (E) BID BOND
 - (F) DRUG FREE WORKPLACE FORM
 - (G) CONFLICT OF INTEREST DISCLOSURE
 - (H) FORM OF AGREEMENT
 - (I) PERFORMANCE BOND
 - (J) PAYMENT BOND
 - (K) CERTIFICATE OF INSURANCE
 - (F) NOTICE OF AWARD
 - (G) NOTICE TO PROCEED
 - (H) CHANGE ORDER
 - (I) GENERAL CONDITIONS
 - (J) APPLICATION FOR PAYMENT
 - (K) SUBSTANTIAL COMPLETION
 - (L) SPECIFICATIONS

- (M) APPENDICES
- (N) ADDENDUMS ISSUED DURING BIDDING
- (O) SRWMD CONTRACT #19/20-143
- (P) FDEP AGREEMENT WS003

Each of the listed CONTRACT DOCUMENTS are incorporated into this Agreement by reference. In the event of any direct conflict between or among the provisions of this Agreement, any ADDENDA issued during bidding, the SRWMD CONTRACT #19/20-143, the FDEP AGREEMENT WS003, the INFORMATION FOR BIDDERS, the SPECIFICATIONS, the GENERAL CONDITIONS, the APPENDICES, and the BID submitted by CONTRACTOR, the documents will take precedence in the order set forth in this sentence.

- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. All terms defined in this Agreement shall have the same meaning in the CONTRACT DOCUMENTS unless the context clearly indicates otherwise. All terms not defined in this Agreement document, but defined elsewhere in the CONTRACT DOCUMENTS, shall have the meaning ascribed to them in such CONTRACT DOCUMENTS, unless the context clearly indicates otherwise.
- 10. COMPLIANCE WITH THE LAWS: The CONTRACTOR shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement. Failure to comply with the provisions of this Section shall constitute a substantial failure to perform on the part of the CONTRACTOR in accordance with the terms of this Agreement.

In addition to compliance with any other laws of the State of Florida, CONTRACTOR shall comply with all applicable provisions of Chapter 119, Fla. Stat., as the same may be amended. Specifically, but not by way of limitation, CONTRACTOR shall:

- a. Keep and maintain public records required by OWNER to perform the service;
- b. Upon request by OWNER'S custodian of public records, provide OWNER 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;
- c. 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 the CONTRACTOR under this Agreement if the CONTRACTOR does not transfer the records to OWNER; and
- d. Upon completion of the services to be provided under this Agreement, transfer, at no cost to OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by OWNER to perform the services. If the CONTRACTOR keeps and maintains public records upon completion of the services,

the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OWNER, upon request from OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For the purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of Levy County, or his/her designee.

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

TELEPHONE: (352) 486-5218

EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

11. In addition to any other provisions of this Agreement, CONTRACTOR shall comply with all provisions of the SRWMD CONTRACT #19/20-143 and the FDEP AGREEMENT WS003 that set forth requirements of contractors or subcontractors of the Suwannee River Water Management District or OWNER, that are required of the Suwannee River Water Management District or OWNER and are related to services provided by CONTRACTOR herein, and that are assignable or applicable to CONTRACTOR in the performance of the WORK. CONTRACTOR shall also require similar compliance with the applicable terms of the SRWMD CONTRACT #19/20-143 and the FDEP AGREEMENT WS003 from any of its subcontractors or subconsultants for the PROJECT. CONTRACTOR shall also include the provisions of this Paragraph 11 in any contract with subcontractors or subconsultants, any of whom may perform WORK on the PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Chair
Title

CONTRACTOR:

By:

[Signature] _____

3799 SW CR 341 Name

Bell, Fl 32619 Address

(SEAL)



ATTEST:

Maci Carter _____

Name

VP _____

Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature] _____

Name: Heather Encinosz