

**BIDDING SPECIFICATIONS FOR CR 40 SCOP IMPROVEMENTS
SECTION 00050-AGREEMENT**

This AGREEMENT, made this _____ day of _____, 2021 by and between LEVY COUNTY, a political subdivision of the State of Florida, hereinafter called "OWNER" and _____, doing business as _____, 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 **CR 40 SCOP IMPROVEMENTS** as described and depicted in the CONTRACT DOCUMENTS (herein the "PROJECT").
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 _____ 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 **180 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 \$ _____ as shown in the BID completed and submitted by the CONTRACTOR.
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) This 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) TECHNICAL SPECIFICATIONS
 - (M) APPENDICES A, B AND C

- (N) ADDENDA ISSUED DURING BIDDING, if any
- (O) SCOP AGREEMENT

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 SCOP AGREEMENT, the INFORMATION FOR BIDDERS, the TECHNICAL 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 10 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 contained in 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 services to be provided under this Agreement;
- 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. CONTRACTOR shall comply with the following:

11.1 In addition to any other provisions of this Agreement, CONTRACTOR shall comply with all provisions of the SCOP AGREEMENT that set forth requirements of contractors or subcontractors of OWNER, that are required of 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 SCOP AGREEMENT from any of its subcontractors or subcontractors for the PROJECT. Contractor shall also include the provisions of this Paragraph 11 in any contract with subcontractors or subcontractors, any of whom may perform WORK on the PROJECT.

11.2 CONTRACTOR shall permit authorized representatives from the State of Florida Department of Transportation (herein "FDOT") to inspect all of CONTRACTOR's work, materials, payrolls, and records, and to audit CONTRACTOR's books, records, and accounts pertaining to the PROJECT. CONTRACTOR shall also require any subcontractor or subcontractor to comply with the provisions of this subsection.

11.3 In addition to any other indemnification provisions contained in this Agreement, and to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and FDOT, and all of their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the professional negligence, error or omission, recklessness or intentional wrongful misconduct of CONTRACTOR or persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this section is intended to nor shall it constitute a waiver by OWNER or FDOT of either of their sovereign immunity.

11.4 In addition to any insurance requirements in this Agreement, CONTRACTOR shall provide Workers' Compensation Insurance in accordance with the Florida Workers' Compensation law for all employees in accordance with the SCOP AGREEMENT.

11.5 In addition to the other insurance requirements contained in this Agreement, CONTRACTOR's Commercial General Liability insurance as required pursuant to this Agreement shall provide continuous coverage for all work or operations performed pursuant to this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) and as file for use in the State of Florida. Contractor shall cause OWNER and FDOT to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to OWNER and FDOT as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the WORK or operations performed under this Agreement and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the CONTRACTOR. No policy/ies or covered described herein may contained or be subject to a Retention or a Self-Insured Retention. Prior to the execution of this Agreement, and at all renewal periods which occur prior to the final acceptance of the WORK for the PROJECT, OWNER and FDOT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. OWNER and FDOT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in this section. OWNER's or FDOT's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation of CONTRACTOR to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses OWNER or FDOT may have. In the event of any conflict between this section and any other requirements for the Contractor's Commercial General Liability insurance coverage contained in the BID DOCUMENTS, the provisions of this section will prevail.

11.6 CONTRACTOR shall utilize and shall require all subcontractors and subcontractors performing WORK or services for the PROJECT to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR or such subcontractors or subcontractors during the term of this Agreement.

11.7 CONTRACTOR shall comply with the provisions of section 20.055(5), Fla. Stat.

11.8 In the event of cancellation or termination of the SCOP AGREEMENT by FDOT in whole or in part, this Agreement will be immediately terminated. CONTRACTOR shall be paid only for portions of the WORK satisfactorily performed prior to the date of cancellation or termination of the SCOP AGREEMENT for which costs can be substantiated.

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.

BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY, FLORIDA

ATTEST: Danny J. Shipp, Clerk of the Circuit
Court and Ex Officio Clerk to the Board
of County Commissioners

John Meeks, Chair

Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Levy County Attorney

CONTRACTOR:

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____