

**FORM OF CONTRACT**

This contract made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, between the **Levy County, a political subdivision of the State of Florida**, hereinafter called the party of the first part, **Levy County or County**, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, or his, its or their successors, executors, administrators and assigns, hereinafter called the party of the second part or Contractor:

**WITNESSETH:**

That the party of the second part agrees with the said party of the first part, for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the attached Special Provisions, Standard Specifications, Plans prepared by Mills Engineering Company dated March 5, 2021, the Proposal and under security as set forth in the attached contract bond all of which are hereby adopted and made part of this agreement as completely as if incorporated herein, and to the satisfaction of the duly authorized representatives of **LEVY COUNTY** who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.

The party of the second part acknowledges that the **FLORIDA DEPARTMENT OF TRANSPORTATION** is the funding agency through a **SMALL COUNTY ROAD ASSISTANCE PROGRAM** and further agrees that:

The Contractor shall permit and shall require its subcontractors to permit the Florida Department of Transportation's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Contractor shall not discriminate against any employee employed in the performance of this Contract, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment

given priority attention and action by management. The Contractor shall include this paragraph in all subcontracts for work in connection with this Contract.

The Contractor, in consideration of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged to the fullest extent permitted by law, shall indemnify and hold harmless the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, its officers and employees and LEVY COUNTY, a political subdivision of the State of Florida, its officers, officials, agents, employees and volunteers, from and against any and all liabilities, injuries, damages, losses, expenses and costs, including, but not limited to, reasonable attorney's fees and defense costs, to the extent caused by the negligence, recklessness, misconduct, wrongdoing, want of care or skill, or default, including, but not limited to, patent infringement, by the Contractor, his, its or their agent or employee or subcontractor or any other person employed or utilized by the Contractor in the performance of this Contract, including but not limited to errors in plans furnished by the Contractor. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or Levy County's sovereign immunity. The Contractor shall include this paragraph in all subcontracts for work in connection with this Contract.

The Contractor agrees to provide Workers Compensation Insurance and Commercial General Liability insurance in accordance with all provisions of Articles 7-13.1 and 7-13.2, as provided in Section 20, "Insurance," of the Special Provisions. The Contractor agrees to provide insurance in accordance with the provisions of Articles 7-13.3 and 7-13.4, as provided in Section 20, "Insurance," of the Special Provisions, if applicable to the work.

The Contractor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

The Contractor agrees, for itself and any Subcontractor, to comply with the requirements of 119.0701, Florida Statute, regarding public records as referenced in Section 16, "Public Records," of the Special Provisions.

It is agreed that the work to be done under this contract is to construct or otherwise improve the road(s) as shown by the attached Special Provisions, Standard Specifications and Plans dated March 5,

2021 and the Proposal for a roadway located in Levy County known as Levy County C-337 from State Road No. 24 north to the Alachua County Line, FINANCIAL PROJECT ID: 436444-1-54-01, a length of approximately 6.0 miles.

In consideration of the foregoing premises, the party of the first part agrees to pay the party of the second part for all items of work performed and materials furnished at the unit prices and under conditions set forth in the attached proposal.

In WITNESS WHEREOF, the party of the first part has hereunto caused these presents to be subscribed and its seal affixed, and the party of the second part has affixed his, its or their name or names and seal, the date aforesaid.

**BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA**

**BY:** \_\_\_\_\_  
**CHAIR**

**ATTEST:** \_\_\_\_\_  
**CLERK OF COURT**

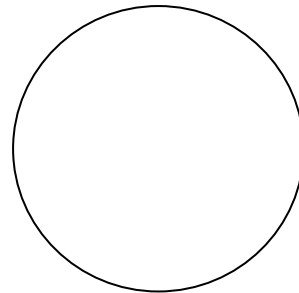
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
**ANNE BAST BROWN, COUNTY ATTORNEY**

\_\_\_\_\_, a corporation organized  
and existing under the laws of the State of \_\_\_\_\_.

**BY:** \_\_\_\_\_ (Seal)  
**PRESIDENT**

**ATTEST:** \_\_\_\_\_ (Seal)  
**SECRETARY**



**Corporate Seal**

**NOTE:** FORM OF CONTRACT SUBJECT TO REVISION