

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 22nd day of March in the year 2010, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **CONRAD CONSTRUCTION INC OF CENTRAL FLORIDA** whose address is P.O. Box 470424, Lake Monroe, Florida 32747 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Services. The CONTRACTOR shall perform the following services: **SEE EXHIBIT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

2. Compensation. The services shall be performed for an amount not to exceed **\$299,486.00**. The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price. Included in this amount are:

A. Base Bid Amount. The base bid amount of \$237,000.00 submitted by the CONTRACTOR in response to Invitation to Bid 100131.

B. Additive Alternates. The CITY includes additive alternate item number eight (8) from Invitation to Bid 100131 at a cost of \$35,260.00. This cost is calculated using the square foot price of \$.86 for labor and materials multiplied by the project square footage of 42,000 as calculated and provided by the CONTRACTOR.

C. Owner Contingency. The CITY includes an additional \$27,226.00 as owner contingency funds for use by the CITY. This amount may be used by the CITY for any additional work or changes it desires on this Project. This contingency fund is not available to the CONTRACTOR unless the addition or change is specifically requested and approved by the CITY, in writing.

3. Labor and Materials. All work will be done in a competent and workmanlike manner, using quality, new materials. CONTRACTOR shall guarantee all materials and workmanship furnished under this agreement for a period of two (2) years from date of final completion. This warranty excludes the roof material as it is covered under a separate manufacturers warranty.

4. Warranty. Metal roofing panels will carry a minimum twenty (20) year manufacturers' warranty. A written manufacturers' warranty will be provided to the CITY before final-completion, and before final payment is made.

5. Insurance. The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE EXHIBIT "A"**.

- A.** The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- B.** All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C.** The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- D.** The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- E.** The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- F.** All liability insurance, except professional liability, shall be written on an occurrence basis.
- G.** The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H.** Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- I.** Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- J.** The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
- City of Leesburg**
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630
- K.** The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- L.** The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

4. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

5. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope

of Services. The cost of building permits are not part of the contract cost. The contractor is to be reimbursed separately for building permit fees.

7. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the 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 a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. Payment. CITY shall compensate CONTRACTOR for their services in the following manner: **SEE EXHIBIT "A"**.

10. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

11. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

12. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

14. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

15. Term and Termination. The term of this Agreement shall be for a period of one (1) year or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall commence within thirty (30) calendar days after CITY issues a Notice to Proceed. All services to be rendered by the CONTRACTOR as specified in the Contract Documents shall be completed within one-hundred forty (140) calendar days after the City issues a Notice to Proceed. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

16. Nonappropriation. The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “nonappropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) A nonappropriation has occurred, and
- (b) The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

17. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be STEPEN R. CONRAD. The primary contact person under this Agreement for the CITY shall be GLEN HOWARD.

18. Approval of Personnel. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

19. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

21. Notice To Owner. All Notice to Owners (NTO) issued by sub-contractors and material suppliers must be mailed or delivered to:

City of Leesburg
Attention: City Clerk/ITB100131
PO Box 490630
Leesburg, FL 34749-0630

All correspondence and NTO's must reference the project "METAL ROOF REPLACEMENT – BID 100131."

20. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor/Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**CONRAD CONSTRUCTION INC. OF
CENTRAL FLORIDA**

By: Stephen R. Conrad

Printed: STEPHEN R CONRAD

Its: PRESIDENT

Date: 3.11.10

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Work.** CONTRACTOR shall perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the metal roof replacement project as required by Invitation to Bid 100131 and its Addendum 1 and Contractor bid response dated February 24, 2010.
- II. **Additive Alternates.** The CITY has elected to include additive alternate number 8. Provide all labor and materials to remove and replace the insulation with new as per the specifications. The cost of the upgrades have been included in the base contract amount.
- III. **Invitation to Bid 100131.** The Invitation to Bid document in its entirety is incorporated by reference and made a part hereof.
- IV. **Addenda.** Addenda 1 of ITB 100131 are incorporated by reference and made a part hereof. .
- V. **Drawings.** Drawings consisting of two (2) sheets titled 'Country Furniture Store Roof Replacement' and individually titled as listed here are incorporated by reference and made a part hereof.
 - A. A-1.0 – Extg Roof Building Plan
 - B. S-1.0 - Wind Load Diagram
- VI. **Contractor's Proposal Response.** The original ITB Response is incorporated by reference and made a part hereof. Vendor pricing with additive alternates is attached as **EXHIBIT "B"**.
- VII. **Insurance.** The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.
 - A. **Certificate of Insurance** - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement begins.
 - B. **Comprehensive General Liability** - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single

limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

- C. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of two (2) years beyond the CITY'S acceptance of the project.
- D. **Business Automobile Liability** - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- E. **Workers' Compensation** - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

EXHIBIT "B"

FRM005/1-2

BIDDERS CERTIFICATION

By signing and submitting this bid or proposal the respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the City.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your bid being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the bid or proposal non-responsive.

Exceptions – No Exceptions will be allowed after the solicitation due date and time.

I take NO exceptions to this solicitation and all related documents.

The following exception(s) is/are taken:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

General Vendor Information and Signature

Firm Name: CONRAD CONSTRUCTION INC. OF CENTRAL FLORIDA

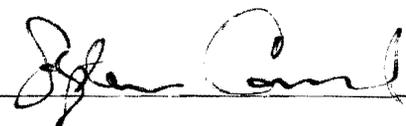
Physical Address: 511 CENTRAL PARK DRIVE, SANFORD, FL 32771

Mailing Address: PO BOX 470424, LAKE MONROE, FL 32747

Phone No.: 407-330-3238 Fax No.: 407-330-9445 Mobile Phone No.: _____

FEIN No.: 59-3726496 e-Mail Address: Steve@conradconstructioninc.com

Printed name: STEPHEN R. CONRAD Title: President

Signature: 

Date: 2/24/10

EXHIBIT "B"

FRM005/2-2

ADDITIONAL CONTACT INFORMATION

Provide information regarding who may be contacted regarding the solicitation response.

Additional Contact			
Name:	April Honeycutt		
Title:	Project manager / estimator		
Address:	511 CENTRAL PARK DRIVE, SANFORD		
Phone No.:	407.330.3238	Fax No.:	407.330.9445
		Mobile Phone No.:	
e-Mail Address:	APRIL@conradconstructioninc.com		
Additional Contact			
Name:	Lucy Hise		
Title:	Accts Payable / Receivable manager		
Address:	511 Central Park Drive, Sanford		
Phone No.:	407.330.3238	Fax No.:	407.330.9445
		Mobile Phone No.:	
e-Mail Address:	lucy@conradconstructioninc.com		

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies. Failure to complete this acknowledgement section may be considered a major irregularity and may be cause for rejection of the bid.

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this solicitation:
Addendum #1, Dated: <u>2/12/2010</u>
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Addendum #5, Dated: _____
Addendum #6, Dated: _____
Addendum #7, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this solicitation.

EXHIBIT "B"

SCHEDULE OF BID ITEMS (Revised Addendum No. 1)

ITB 100131 – Metal Roof Replacement

Your bid quotation **MUST** be submitted on this form.

Vendor Name: Conrad Construction Inc of Central FLA

Bid Item No.	Item Description	Lump Sum Bid Amount
1.0	Administration & Mobilization	\$ 111,203. ⁰⁰
2.0	Materials and Supplies Eligible for Owner Direct Purchase (Amount bid this item INCLUDES sales tax. Should the City exercise its' right to use Owner Direct Purchase, sales tax will be deducted from the amount bid on this item.)	\$ 92,597. ⁰⁰
3.0	Other Costs	\$ 33,200. ⁰⁰
TOTAL BID		\$ 237,000.⁰⁰

Write out in words the Total Bid Amount:

TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS

Additive Alternates

Bid Item No.	Drawing Reference No.*	Item Description	Additive Alternate Lump Sum Bid Amount
4.0	00-001	Existing Metal Roof Remove and replace with new metal roofing /gutter/downspouts.	\$ 5,738. ⁰⁰
5.0	00-002	Existing Modified Bitumen Roofing Remove and replace with new 2-ply modified bitumen roofing.	\$ 1,148. ⁰⁰
6.0	00-003	Existing Parapet metal Coping Remove and replace with new metal coping.	\$ 2,537. ⁰⁰
7.0	07-002	Existing Parapet Metal Coping Remove and replace with new metal coping and P.T. wood nailer.	\$ 5,580. ⁰⁰
			Unit Price
8.0	General Note 11	Labor and Material to remove and replace existing roof insulation with new vinyl 3-1/2-inch (R20) roof insulation	\$ 0.86 per Square Foot

EXHIBIT "B"

*Refer to drawing A-1.0 under References Keynotes for location of additive alternate items.

SCHEDULE OF BID ITEMS (cont.)

(Revised Addendum No. 1)

ITB 100131 – Metal Roof Replacement

Vendor Name: CONRAD CONSTRUCTION INC OF
CENTRAL FLORIDA

Additional Information

SQUARE FEET of roof area represented by this bid:	<u>41,000</u>	Square Feet
Contractor warranty period for all labor and materials:	<u>2</u>	Year(s)
Material manufacturers standard warranty period:	<u>20</u>	Years
Days after NTP is issued your company can start the project:	<u>30</u>	Calendar Days
Days needed to complete the project:	<u>110</u>	Calendar Days
General Contractor License Type:	<u>RG</u> <input checked="" type="checkbox"/> <u>CG</u>	
Florida General Contractor License Number:	<u>CGC1517218</u>	

Double check the quoted prices. Amounts cannot be changed following the bid due date and time.