

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the _____ day of _____ 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 **BRITT CONSTRUCTION, INC.** whose address is 8601 Justice Place, Groveland, Florida 34736 (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 **\$160,986.00**. 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 \$153,320.00 submitted by the CONTRACTOR in response to Invitation to Bid 110021.

B. Owner Contingency. The CITY includes an additional \$7,666.00 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 an addition or change is specifically requested and approved by the CITY, in writing.

2. Labor and Materials. All work will be done in a competent and workmanlike manner, using quality, new materials in compliance with the description in EXHIBIT "A" hereto. CONTRACTOR shall guarantee all materials and workmanship furnished under this agreement as provided in EXHIBIT "A" hereto.

3. Insurance. The CONTRACTOR will maintain throughout this Agreement the following insurance:

a. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles. Coverage limit will be \$1,000,000 combined single limits with the CITY named as an additional insured.

b. Comprehensive General Liability, including
Contractor's Protective Liability Product, Completed Operations, and
Contractual Liability in the amount of \$1,000,000.00
Employer's Liability - \$500,000.00

Bodily Injury - \$500,000.00 each person
Property Damage - \$500,000.00 each person
Personal Injury Liability -\$500,000 each person
with the CITY named as an additional insured.

c. Worker's Compensation - Statutory Benefits

A certificate of insurance evidencing all required coverages shall be delivered to CITY by CONTRACTOR prior to starting work. Each policy shall contain a provision that it may not be canceled for any reason without prior, written notice being given to CITY by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida.

4. Waiver of Lien. The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of: any unpaid bills for labor, services or materials furnished to this project.

5. Indemnification. 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 third party 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 personal injury to persons or tangible property of others to the extent caused by the performance of CONTRACTOR'S duties under this Contract, through the negligence of the CONTRACTOR, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. The CONTRACTOR'S indemnification is conditioned on the CITY'S (a) providing reasonable notice to the CONTRACTOR of any claim, and (b) providing reasonable cooperation in the defense of any claim.

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

7. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for any permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. The CITY shall obtain and pay for any permits and licenses required by law that are associated with the CITY'S installation of any equipment and/or materials hereunder.

8. 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 in person by the CITY at the CONTRACTOR'S place of business during normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

9. 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 and / or its authorized representative 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 and / or its authorized representative 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 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.

10. Payment. CITY shall compensate CONTRACTOR for their services as detailed in **EXHIBIT "A"** following acceptance of the work by the CITY. No other costs or services shall be billed to the CITY.

Final payment and release of any retained funds, if applicable, is contingent on acceptance of all work by CITY and CONTACTOR providing close out documents including warranty documents to CITY.

11. Guaranty of Faithful Performance and Payment - A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms attached hereto which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the Total Contract Price as agreed to by both parties. The cost of this bond shall be included in the price bid in the Bid Response.

This bond shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed contract.

12. 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 disclosed by the CITY (or by such sub-consultants and specialty consultants of the CITY) in rendering services hereunder shall be the sole property of the CITY. All devices, designs (including drawings), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by the CONTRACTOR,

and all intellectual property rights, shall remain CONTRACTOR'S sole property. The CITY and the CONTRACTOR grant to the other party to this agreement a non-exclusive, non-transferable license to use any such material solely for the other parties' use for the manufacturing of, installation of, or the use of the equipment purchased under this agreement. Unless required by applicable law, neither the CITY nor the CONTRACTOR shall disclose any such material to any third party without the other party's prior written consent. All original documents shall be permanently kept on file at the office of the respective parties.

13. Independent Contractor. The CONTRACTOR is an independent contractor and as such 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.

14. 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.

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

16. 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.

17. Term and Termination. Work shall commence within five (5) business days after CITY issues a Notice to Proceed. All services to be rendered by the CONTRACTOR within the Scope of Services attached as EXHIBIT "A" shall be completed within forty-five (45) days from the date the CITY issues a Notice to Proceed. The term of this Agreement shall be for a period of six (6) months or when all services have been rendered and accepted by CITY, whichever occurs first. 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 provided prior to cancellation or suspension up to the date of termination. The CONTRACTOR will be entitled to compensation for materials ordered and held in storage that cannot be returned.

18. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be Mark Fette, Project Manager. The primary contact person under this Agreement for the CITY shall be Glen Howard, Public Works Project Manager.

19. Approval of Contractors. The CITY reserves the right to approve the contact person and the persons actually performing the CONTRACTOR 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.

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.

21. Notice to Owner. All Notice to Owners (NTO) issued by sub-contractors and material suppliers must be mailed or delivered to:
PURCHASING MANAGER, RE: ITB 90211, PO Box 490630, Leesburg, FL 34749 - 0630

[Rest of page intentionally left blank.]

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

“CONTRACTOR”
Britt Construction, Inc.

By: 

Printed: Steven A. Brown

Its (Title): V. President

Date: 3 December 2010

“CITY”
The City of Leesburg, Florida

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

Approved as to form:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. GENERAL

A. SCOPE OF WORK

1. The Contractor shall furnish all labor, materials, supervision, tools, equipment and miscellaneous materials necessary to Re-Roof City of Leesburg Buildings located at 223 South 5th Street (Environmental Services); 201 South Canal Street (Fire Station 1); and 415 West Magnolia Street (City Owned Building) as set forth in Section 2 of ITB 110021.

B. COST SUMMARIES & PAYMENT

1. The covered work will be performed for the following prices.

Description	Contractor Bid
<u>Item 1</u> : Membrane Roofing of the Environmental Services Building located at 223 S. 5 th Street	\$ 15,830.00
<u>Item 2A</u> : Membrane Roofing for Fire Station 1 located at 201 S. Canal Street	\$ 62,710.00
<u>Item 3A</u> : Membrane Roofing for City Owned Building located at 415 W. Magnolia Street	\$ 76,780.00
Deduction for receiving award of all items	(-) \$2,000.00
Total Contractor Bid	\$153,320.00
Owner Contingency	\$7,666.00

C. WARRANTY

1. CONTRACTOR shall warrant workmanship for a period of one (1) year from project completion.
2. All material shall be warranted in accordance with the manufacturers' warranty.

EXHIBIT "A" (cont)

D. QUALITY ASSURANCE

1. The Contractor shall ensure that any work performed by Contractor is performed in accordance with and any applicable manufacturer's installation instructions, and shall ensure that any manufacturer's warranty is in no way voided by such work.

E. WORKING HOURS

1. The Contractor shall perform the work required by this Agreement during the hours and on the scheduled days as agreed to by the City.
2. The Contractor or its designated representative shall check-in with the City upon arrival at the work site and shall also checkout with the City prior to departure from the work site.

F. MATERIALS

1. The City shall not be obligated to provide any materials to Contractor.

II. OTHER

- A. **General Conditions**. The General Conditions from the Invitation to Bid 110021 are incorporated by reference and made a part hereof.
- B. **Special Conditions**. The Special Conditions from the Invitation to Bid 110021 are incorporated by reference and made a part hereof.
- C. **Addenda**. Addendums 1 and 2 of Invitation to Bid 110021 are incorporated by reference and made a part hereof.
- D. **Vendor Bid Submittal**. The bid response to Invitation to 110021 submitted by the vendor is incorporated by reference and made a part hereof.