

CONTRACT FOR
{Contract_Title}

THIS CONTRACT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and {Vendor_Legal_Name}, a {AC_state}, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County requires the services of a Contractor to perform {Contract_Title}; and,

WHEREAS, the County issued Solicitation Type () Solicitation No. # on Advertisement Date; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County issued a Notice of Recommended Award on Date NORA was signed by Procurement Official; and,

WHEREAS, the Contractor has reviewed the services required pursuant to the Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for the performance of {Contract_Title} (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the County's Administrative Agent and are incorporated herein by reference.

II. TERM

This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue through completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Insert Dollar Amount

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{Current_Contract_Amount}) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the County or its duly authorized agent. The contract price includes a _____ contingency amount for unanticipated work within the scope of the Project and may only be authorized at the discretion of the County's Administrative Agent.

- B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the County. Such purchase order shall be considered Notice to Proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Contract is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70 et seq., F.S. upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the County for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County's authorized agent as set forth below.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The

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additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the County and the Contractor.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.
- B. This section of the Contract shall survive the termination or expiration of the Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that he 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 Contract and that he 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 any other consideration, contingent upon or resulting from the award of this Contract.

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- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in Section 4.3 of the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this Section VIII.E.
- F. Pursuant to §287.133(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of ten (10) years after completion of the services.
- I. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Contract.

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- J. In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date both the Project Purchase Order and the Notice to Proceed have been issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than <<CONST-DAYS-SPELLED>> (CONST-DAYS-NUMBER) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list.

X. LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction

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documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be <<LIQ-DAMAGES-SPELLED>>\$<<LIQ-DAMAGES-NUMBER>> per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

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XIII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.
1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the County may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than ninety (90) calendar days.
- G. The County reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

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- H. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 3. Claims made, or likely to be made, against the County, or its property;
 4. Damages to the County or a third party caused by Contractor;
 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.
- F. This Contract and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

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- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. VENDOR WARRANTY

- A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the County any money which has been paid for same.
- C. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

XVI. STOP WORK ORDER

- A. The County's Administrative Agent, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:
1. Cancel the stop work order; or
 2. Terminate the work covered by the order; or
 3. Terminate the Contract in accordance with provisions contained in Section XI. A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such

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termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XVIII. PUBLIC RECORDS

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

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XIX. MISCELLANEOUS

- D. This Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
- E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- F. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- G. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- H. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due the Contractor from the County under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- I. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.
- J. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- K. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.
- L. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.
- M. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- N. The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law.

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O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:

County's Administrative Agent:

Name: _____

Name: {Admin Agent}

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-Mail: {AA_Email}

P. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.

Q. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

R. The solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by reference.

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. County's Purchase Order

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have executed the Contract as of the date last below written.

WITNESS: _____ {Vendor_Legal_Name}:
Signed By: _____ Signed By: _____
Print Name: _____ Print Name: _____
Title: _____
Date: _____

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____
{Signature_block - Official_AC}
CHAIR
Jennifer Slusarz, CPPO, CPPB
Procurement Official
Jonathan R. Lewis,
County Administrator

Date: _____
{Signature_block}

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

**EXHIBIT A
SCOPE OF SERVICES**

(END EXHIBIT A)

DRAFT

**EXHIBIT B
PROJECT SCHEDULE**

DRAFT

**EXHIBIT C
FEE SCHEDULE**

DRAFT

**EXHIBIT D
INSURANCE REQUIREMENTS**

For purposes of this Exhibit D, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable, and the terms "Contract" and "Agreement" shall be interchangeable.

DRAFT