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# Sample Agreement

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**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and All Webbs Enterprises, Inc., (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to deepen and test two (2) existing Upper Floridan Aquifer wells (Well N7 and Well S1) for Indian River County Utilities Department (OWNER). Well N7 located at the North County (Hobart Park) reverse osmosis treatment facility and S1 is located at the South County (Oslo Road) reverse osmosis treatment facility. The scope of work for each well will include: mobilization; removal of portions of the existing wellhead, removal of the column pipe, pump, and appurtenances; preliminary downhole video logging; deepening of the existing borehole; formation water disposal system (including temporary piping and pumps, and compliance with discharge permit requirements); performance of a full geophysical logging suite; installation of a straddle packer and performance of a packer test to evaluate the confining unit; installation of an off bottom packer and performance of a 24-hour constant rate aquifer performance test (APT) of the Avon Park Permeable Zone (AAPZ); performance of a 24-hour constant rate APT of the Upper Floridan Aquifer (UFA); optional back-plugging of the borehole with neat cement; optional well acidization; pump development; step-drawdown testing; re-installation of the permanent well pump, column pipe, and wellhead; well facility disinfection; purging and bacteriological clearance; demobilization and restoration of the well sites as described herein.

## **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Well Field Feasibility Expansion
Project Address:	South County Reverse Osmosis Water Treatment Plant North County Reverse Osmosis Water Treatment Plant

## **ARTICLE 3 - CONTRACT TIMES**

### *3.01 Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

### *3.02 Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the 240th day after the date when the Contract Times commence to run.

3.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in writing as a change order to this Agreement. Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,148.00 for each calendar day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 4 - CONTRACT PRICE**

4.01 OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in CONTRACTOR’s Schedule of Values, attached hereto as Exhibit 1.

B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ \_\_\_\_\_

Written Amount: \_\_\_\_\_

\_\_\_\_\_

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 *Progress Payments.*

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

5.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

5.04 *Acceptance of Final Payment as Release.*

- A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

#### **ARTICLE 6 - INDEMNIFICATION**

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, 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 the Work.

#### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Summary of Work.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the

means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

### 8.01 *Contents*

- A. The Contract Documents consist of the following:
  - (1) This Agreement;
  - (2) Notice to Proceed;
  - (3) Public Construction Bond;
  - (4) Certificate(s) of Liability Insurance;
  - (5) Section 01000 Summary of Work
  - (6) Section 01200 Measurement and Payment
  - (7) CONTRACTOR'S Schedule of Values (attached)
  - (8) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a) Written Amendments;
    - b) Work Change Directives;
    - c) Change Order(s).

## **ARTICLE 9 - MISCELLANEOUS**

### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Summary of Work.

### 9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

### 9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law.

(3) 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. 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:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**Article 10: TERMINATION OF CONTRACT**

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

(1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph E. Flescher, Chairman

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Agent for service of process: \_\_\_\_\_

Designated Representative:

Name:  
Title:  
Address:  
Phone  
Email

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)



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**Exhibit 1 to the Agreement – Pricing**

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**BID SCHEDULE OF VALUES**  
**INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES**  
**DEEPENING AND TESTING OF UFA WELL S1 & N7**

**BIDDER'S NAME:** All Webbs Enterprises Inc.

**1. GENERAL CONDITIONS**

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	BONDS AND INSURANCE/GENERAL CONDITIONS	1	LS	\$25,000	\$25,000
2	UNDEFINED CONDITIONS ALLOWANCE (DRILL OUT S1 CEMENT PLUG AND BIT)	1	LS	\$50,000	\$50,000

**2. S1 DEEPENING AND TESTING**

ITEM	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3	MOBILIZATION/DEMOBILIZATION	1	LS	\$80,000	\$80,000
4	PULL EXISTING PUMP AND MOTOR	1	LS	\$8,500	\$8,500
5	PRELIMINARY DOWN HOLE VIDEO (STATIC AND DYNAMIC)	1	LS	\$4,000	\$4,000
6	FORMATION WATER DISPOSAL SYSTEM	1	LS	\$12,000	\$12,000
7	DEEPENING OF EXISTING BOREHOLE FROM 800-1500 FEET BLS	700	FT	\$110	\$77,000
8	GEOPHYSICAL LOGGING SUITE (XY CALIPER, DUAL IND., GAMMA, BHCS, SP, SPR, STATIC & DYNAMIC FLUID COND., TEMP and FLOW)	1	LS	\$12,000	\$12,000
9	INSTALL INFLATABLE STRADDLE PACKER FROM 850-900' BLS AND PERFORM PACKER TEST OF CONFINING UNIT	1	LS	\$35,000	\$35,000
10	INSTALL INFLATABLE OFF BOTTOM PACKER FROM @ ~900' BLS	1	LS	\$25,000	\$25,000
11	24-HOUR CONSTANT RATE PUMPING TEST OF AAPZ	1	LS	\$20,000	\$20,000
12	24-HOUR PUMPING TEST OF UFA	1	LS	\$20,000	\$20,000
13	SET UP TO BACK PLUG BOREHOLE	1	LS	\$5,500	\$5,500
14	BACK PLUG BOREHOLE WITH NEAT CEMENT GROUT FROM APPROXIMATELY 1,250- FEET TO 1,500- FEET AND FROM 850- FEET TO 900- FEET	300	LF	\$50	\$15,000
15	GRAVEL BACKFILL AAPZ FROM APPROXIMATELY 900- FEET TO 1,250- FEET	400	LF	\$50	\$20,000
16	WELL ACIDIZATION SETUP	1	LS	\$15,000	\$15,000
17	WELL ACIDIZATION	4,000	GAL	\$5	\$20,000
18	INSTALL AND REMOVE PUMP DISCHARGE APPARATUS	1	LS	\$15,000	\$15,000
19	PUMP DEVELOP WELL	60	HR	\$300	\$18,000
20	CONDUCT STEP-RATE PUMPING TEST	8	HR	\$350	\$2,800
21	FINAL DOWN HOLE VIDEO LOG (STATIC AND DYNAMIC)	1	LS	\$4,000	\$4,000
22	RINSTALL PERMINANT WELL PUMP	1	LS	\$8,500	\$8,500
23	WELL DISINFECTION AND WATER QUALITY SAMPLING	1	LS	\$5,000	\$5,000
24	SITE RESTORATION	1	LS	\$20,000	\$20,000

**BID SCHEDULE OF VALUES**  
**INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES**  
**DEEPENING AND TESTING OF UFA WELL S1 & N7**

**BIDDER'S NAME:** All Webbs Enterprises Inc.

<b>3. N7 DEEPENING AND TESTING</b>					
<b>ITEM</b>	<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
25	MOBILIZATION/DEMObILIZATION	1	LS	\$80,000	\$80,000
26	PULL EXISTING PUMP AND MOTOR	1	LS	\$8,500	\$8,500
27	PRELIMINARY DOWN HOLE VIDEO (STATIC AND DYNAMIC)	1	LS	\$4,000	\$4,000
28	FORMATION WATER DISPOSAL SYSTEM	1	LS	\$12,000	\$12,000
29	DEEPENING OF EXISTING BOREHOLE FROM 800-1500 FEET BLS	700	FT	\$110	\$77,000
30	GEOPHYSICAL LOGGING SUITE (XY CALIPER, DUAL IND., GAMMA, BHCS, SP, SPR, STATIC & DYNAMIC FLUID COND., TEMP and FLOW)	1	LS	\$12,000	\$12,000
31	INSTALL INFLATABLE STRADDLE PACKER FROM 850-900' BLS AND PERFORM PACKER TEST OF CONFINING UNIT	1	LS	\$35,000	\$35,000
32	INSTALL INFLATABLE OFF BOTTOM PACKER FROM @ ~900' BLS	1	LS	\$25,000	\$25,000
33	24-HOUR CONSTANT RATE PUMPING TEST OF AAPZ	1	LS	\$20,000	\$20,000
34	24-HOUR PUMPING TEST OF UFA	1	LS	\$20,000	\$20,000
35	SET UP TO BACK PLUG BOREHOLE	1	LS	\$5,500	\$5,500
36	BACK PLUG BOREHOLE WITH NEAT CEMENT GROUT FROM APPROXIMATELY 1,250- FEET TO 1,500- FEET AND FROM 850- FEET TO 900- FEET	300	LF	\$50	\$15,000
37	GRAVEL BACKFILL AAPZ FROM APPROXIMATELY 900- FEET TO 1,250- FEET	350	LF	\$50	\$17,500
38	WELL ACIDIZATION SETUP	1	LS	\$15,000	\$15,000
39	WELL ACIDIZATION	4,000	GAL	\$5	\$20,000
40	INSTALL AND REMOVE PUMP DISCHARGE APPARATUS	1	LS	\$15,000	\$15,000
41	PUMP DEVELOP WELL	60	HR	\$300	\$18,000
42	CONDUCT STEP-RATE PUMPING TEST	8	HR	\$350	\$2,800
43	FINAL DOWN HOLE VIDEO LOG (STATIC AND DYNAMIC)	3	LS	\$4,000	\$12,000
44	RINSTALL PERMINANT WELL PUMP	3	LS	\$8,500	\$25,500
45	WELL DISINFECTION AND WATER QUALITY SAMPLING	3	LS	\$5,000	\$15,000
46	SITE RESTORATION	1	LS	\$20,000	\$20,000

**Total Bid Amount \$** 992,100.00

**Total Bid Amount in Words:** Nine Hundred Ninety Two Thousand One Hundred Dollars and Zero Cents

Note: The Bid Schedule of Values is based on an estimate. Actual quantities of items will be determined by the OWNER AND OWNER'S