
Agreement

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 PeopleReady of Florida, 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:

Temporary Day Laborers

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: Annual Bid for Day Labor
Bid Number: 2018035

ARTICLE 3 - CONTRACT TERM

Initial term of agreement will be from award through December 31, 2018, with two one-year extensions available subject to vendor acceptance, satisfactory performance and staff's determination that a renewal would be in the best interest of the County.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR at the hourly rates provided in their submitted bid (Exhibit 1) and invoiced weekly.

ARTICLE 5 - INDEMNIFICATION

5.01 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 Invitation to Bid documents.
- 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.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - (1) This Agreement (pages 1 to 9, inclusive);
 - (2) Certificates of Liability Insurance
 - (3) Invitation to Bid 2018035

- (4) CONTRACTOR'S Bid Form (pages 12 to 13 of 27, inclusive);
- (5) Drug Free Workplace Form (pages 14 of 27)
- (6) Affidavit of Compliance (page 15 of 27);
- (7) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages 16 to 17 of 27, inclusive);
- (8) Certification Regarding Lobbying (page 18 of 27)
- (9) 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 Invitation to Bid.

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

Indian River County Office of the County Attorney

1801 27th 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 – FEDERAL CLAUSES

10.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

A. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- B. Energy Policy and Conservation Act.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

C. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2

C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

E. Access to Records The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Indian River County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

F. DHS Seal, Logo, and Flags: The contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

G. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- H. **No Obligation by Federal Government:** he Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- J. **AFFIRMATIVE STEPS:** CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Article 11: 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 FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. The Addendum for The Supply of Temporary Staffing Services is attached hereto and fully incorporated herein by this reference.

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:

INDIAN RIVER COUNTY

By: _____
Peter D. O'Bryan, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone _____

Email _____



CONTRACTOR:

PeopleReady Florida, Inc.

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

1015 A Street Tacoma, WA 98402

License No. N/A
(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

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

ADDENDUM FOR THE SUPPLY OF TEMPORARY STAFFING SERVICES

THIS ADDENDUM ("Addendum") is between **PeopleReady Florida, Inc.** ("Supplier") and **Indian River County** ("Customer"), and attached to and incorporated in the **Agreement** ("Agreement") attached hereto between Supplier and Customer. In the event of any conflict between the terms and conditions of the attached Agreement, any exhibits, addenda, schedules or attachments, and this Addendum, the terms of this Addendum shall supersede and control such conflict.

1. **Relationship.** The parties agree that Supplier is a vendor of temporary labor, and not a contractor or subcontractor and shall not be responsible for the obligations in the contract related to Customer's project, including (without limitation) the construction schedule, trade scope details, construction details performance guarantees or accuracy or warranties of construction. Nor shall Supplier have responsibility for materials or installation, acquiring permits, conducting safety meetings, posting signs, providing water or power, delays, defaults, or furnishing a bond. Customer has requested that Supplier provide its temporary employees ("Associates") to assist Customer in the completion of Customer's business activities.

2. **Guarantee; Minimum Work Day.** If Customer is dissatisfied with any Associate for any reason, Customer may simply inform Supplier within the first two (2) hours of Associates assignment and Customer will not be billed for that Associate and Supplier will provide a replacement within a reasonable amount of time. Such replacement of unsatisfactory Associates is Supplier's sole warranty hereunder. Customer agrees to a daily minimum charge of four (4) hours. If Customer fails to cancel any order at least two (2) hours prior to the assignment start time, Customer will pay the daily minimum charge for each Associate.

3. **Supervision; Safety.** Customer agrees to provide Associates adequate supervision, direction, and control. Customer will determine whether Associates meet any skill, competency, license, or other requirements necessary to complete specific jobs to Customer's own satisfaction. Customer and Supplier agree to comply with all applicable laws relating to health and safety, and Customer agrees to comply with OSHA and provide site specific safety equipment necessary for any work to be performed. Customer agrees to provide site-specific safety orientation and training to all Associates prior to the start of an assignment. Without the prior written agreement of Supplier, Customer will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, keys, or other similar valuables or authorize Associates to operate machinery, heavy equipment, or motor vehicles.

4. **Compliance with Laws.** Both Customer and Supplier agree to maintain their work environment in compliance with all applicable laws, including Title VII, Affordable Care Act ("PPACA"), FLSA, wage and hour laws, and laws prohibiting discrimination. Supplier shall comply with the PPACA with regard to Associates. Customer shall not utilize Supplier's services to avoid compliance with any of the above laws and regulations. Customer shall determine and notify Supplier in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage under the Services Contract Act, Davis Bacon Act, or any other similar government mandated minimum statutory wage should be paid to the Associates and in no event shall Customer be relieved of its primary responsibility for ensuring complete and accurate compliance with all local, state, and federal laws relating to prevailing or living wage.

5. **Conversion Fees.** Unless otherwise agreed to by both parties, Customer may not hire or convert an Associate to Customer's payroll, or to a third party's payroll, whether directly or indirectly, until such Associate has worked 90 days or 520 hours, whichever is greater. Thereafter, Customer may hire an Associate for a fee which will equal three times a full week of work (or base rate x 120 hours).

6. **Indemnity and Insurance.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF OR IS RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE. Customer agrees to the insurance levels and endorsements stated in the certificate of insurance provided. Customer's additional insured status on Supplier's insurance policies shall only extend to the extent of Supplier's negligence.

7. **Payment.** Customer will accurately record the daily hours worked by each Associate, and report hours worked to Supplier as agreed. Bill rates will be increased to reflect holiday hours worked and overtime hours worked according to state or local law. The agreed hourly bill rates are subject to adjustment from time to time by Supplier to reflect increases in Supplier's actual or government mandated cost for wages, withholding amounts, governmental taxes, assessments, health care, workers' compensation insurance increases, your use of a vendor management system, and/or any other cause beyond the reasonable control of Supplier. Supplier will endeavor to notify Customer fourteen (14) days before the effective date of the increase in the hourly rate along with information supporting the reason for the increase. Customer may terminate this Agreement by giving written notice to Supplier prior to the effective date provided; otherwise the adjusted hourly rate will become effective on the date specified in the notice. Invoices are due within seven (7) days of the invoice date, with no retained percentage withheld from payment and without regard to Customer's receipt of payment from any other party. Customer agrees to pay interest charges of the lesser of 1½% per month, or the maximum rate permitted by law, together with reasonable attorneys' fees and/or collection fees for invoices which are unpaid more than thirty (30) days after the date of the invoice. Customer's failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt shall constitute irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice.

ACKNOWLEDGED AND AGREED:

Customer

Signed:
Name:
Date:

Supplier: PeopleReady Florida, Inc.

Signed:
Name: Logan Bradley, Contract Specialist
Date: Tuesday, January 30, 2018