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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 Chef's Depot, DBA Culinary Depot, hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK AND PROJECT**

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

Furnish, Deliver and start up equipment as described in specifications and depicted in plans.

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: Sandridge Golf Club Kitchen Equipment  
Bid Number: 2025051  
Project Address: 5300 73<sup>rd</sup> Street, Vero Beach, FL 32967

### **ARTICLE 2 - CONTRACT TIMES**

#### *2.01 Time of the Essence*

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. Receipt of a fully executed copy of this agreement by electronic means shall serve as notice to proceed.

#### *2.02 Milestones*

All equipment will be delivered to the project address for installation by May 29, 2026. Owner will coordinate closely with building contractor, and relay any changes to milestones in writing. S

### **ARTICLE 3 - 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 equipment, at the prices stated in CONTRACTOR's Bid, attached hereto as Exhibit 1.

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

Numerical Amount: \$607,660.50

Written Amount: Six-hundred and seven thousand six hundred sixty dollars and fifty cents

**ARTICLE 4 - PAYMENT PROCEDURES**

4.01 *Method of Payment*

COUNTY shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

4.02 *Acceptance of Final Payment as Release.*

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.

4.03 *Liquidated Damages.*

In the event CONTRACTOR fails to deliver the specified equipment/materials in accordance with the schedule and/or quantities set forth by the COUNTY's Construction Manager, as necessary, or within such extra time as may have been granted by the COUNTY, the shall be entitled to withhold from any amounts otherwise due Supplier, or to be paid as a debt due, \$1500.00 per calendar day of unexcused delay, not as a penalty, but as liquidated damages. The total amount of liquidated damages for delay associated with CONTRACTOR's failure to deliver the specified equipment shall not exceed a cumulative total of \$1,000,000.00 or 100% of whichever is less of the total Contract Sum.

**ARTICLE 5 - INDEMNIFICATION**

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 6 - CONTRACTOR'S REPRESENTATIONS**

6.01 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. The goods and services supplied by CONTRACTOR to the COUNTY pursuant to this Agreement will fully conform to the specifications set forth in the Contract Documents, will be of the highest quality, and will be free from latent and patent defects in materials, workmanship, and title, and will be free from defects in design. In addition, the goods and services supplied by CONTRACTOR to the COUNTY pursuant to this Agreement are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured, and designed or for such other purposes as are expressly specified in this Agreement. In the event the COUNTY, in its sole discretion, determines that any product or services supplied pursuant to this Agreement is defective or does not conform to the specifications set forth in the Contract Documents, the COUNTY may: 1) Require correction or replacement of the item at the time the defect is discovered, all at the CONTRACTOR's sole risk and expense; and/or 2) unilaterally cancel an order or terminate this CONTRACT upon written notice [and an opportunity to cure if applicable] to the CONTRACTOR, and reduce commensurately any amount of money due the CONTRACTOR. The COUNTY's acceptance of any product or services shall not relieve the CONTRACTOR of its responsibility as provided herein.

E. The CONTRACTOR shall take every necessary precaution against damage to the goods, services, or work, from any cause whatsoever, required by CONTRACTOR pursuant to this Agreement until final acceptance by the COUNTY. CONTRACTOR will rebuild, repair, restore, or make good at CONTRACTOR's sole expense damages to any portion of the goods, services, or work before its completion and final acceptance by the COUNTY. Failure to do so will be at CONTRACTOR's own risk. CONTRACTOR is not relieved of any requirement of the specifications on the plea of error.

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 an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

K. Contractor will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 ("ADA"), the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

L. Contractor does not meet any of the criteria in Section 287.138, Florida Statutes, relating to Foreign Entity Ownership, that would exclude it from eligibility to enter an agreement which may give access to an individual's personal identifying information.

**ARTICLE 7 - CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Certificate(s) of Liability Insurance;
- (3) Invitation to Bid 2025051;
- (4) Addenda (numbers 1 to 2, inclusive);
- (5) CONTRACTOR'S Submitted Bid Compliance Form and Bid Table;
- (6) Qualifications Questionnaire;
- (7) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (8) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (9) Anti-Human Trafficking Affidavit
- (10) Drawings numbered FS100-FS109 (inclusive), bearing the general title "Sandridge Golf Club";
- (11) 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) Change Order(s).

**ARTICLE 8 - MISCELLANEOUS**

8.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

8.02 *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.

8.03 *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.

8.04 *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.

8.05 *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.

8.06 *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@indianriver.gov](mailto:publicrecords@indianriver.gov)**  
**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 9: 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: 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. 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

COMPANY NAME

By:

By:\_\_\_\_\_

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

By:

(Corporate Seal)

\_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:

Attest:\_\_\_\_\_

\_\_\_\_\_  
Jennifer W. Shuler, County Attorney

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Ryan L. Butler, Clerk of Court and Comptroller

Designated Representative:

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Address:\_\_\_\_\_

Phone:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Deputy Clerk

(SEAL)

Designated Representative: Rob Skok  
Capital Projects Manager  
Building & Facility Services  
(772) 226-1132  
[rskok@indianriver.gov](mailto:rskok@indianriver.gov)