

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, (award date for projects subject thereto) by and between the Hillsborough County, a political subdivision of the _____ State of Florida (hereinafter called "County") and _____ (hereinafter called "Contractor").

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The Contractor shall provide to the County, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for: IFB-26-00263 Public Defender First Floor Security Lobby.

2. The Contractor shall complete the Work to be performed under this Agreement within 240 Days from the written Notice to Proceed Date. In addition to the number of Days specified in the preceding sentence, 48 Days have been included in the Contract Time for allocation to the Contractor for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents. Time is of the essence for the completion of said Work after the issuance of the aforesaid Notice to Proceed. This Project has certain critical milestones to be met. The Milestone Date(s) which must be strictly adhered to are detailed in the Special Terms and Conditions.

Failure to complete the Work by the Milestone Date(s) shall entitle the County to deduct from the Contract Price Liquidated Damages per Day of delay as detailed in the Special Terms and Conditions. The amounts of Liquidated Damages for individual Milestone Dates are additive for each Day of delay they are concurrently in effect. Notwithstanding the foregoing, the maximum liquidated damages which shall be assessed per day shall not exceed the amount of \$1,735.00.

3. This Agreement includes and incorporates by reference all Contract Documents, as the term is defined in the Definitions.

4. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall be the total Bid Price plus allowances, such total sum being \$XXX. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

5. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall

be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

6. The Contractor shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

7. The Contractor shall furnish to the County (when and in the manner required by the Contract Documents) all appropriate Certificate(s) of Insurance, Performance Bond, Payment Bond, and any other such document as required by the Contract Documents within ten (10) Days following the Notification of Award.

8. Indemnification: The Contractor, in consideration of the payments, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, shall protect, defend, indemnify, and hold the County, and its independent contractors, subconsultants, invitees, successors, and assigns harmless from and against any and all claims, damages, demands, expenses, actions, causes of action, either at law or in equity, and judgments including court costs and attorneys' fees that may hereafter at any time be made or filed against the County for personal injury, property damage, loss of monies, or other losses, penalties, damages, or professional performance of Work by its Subcontractors, agents, or employees, or by any of the respective officers, agents, or employees of the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the Contractor or anyone performing any act required of the Contractor in connection with the performance of the Work under this Project. The Contractor may defend any claim for which the Contractor has responsibility hereunder with counsel of its choice, subject to the County's prior written approval. The Contractor's obligation under this provision shall not be limited in any way by the Contractor's or its Subcontractors' limit of, or lack of, sufficient insurance. This Clause shall survive the termination of this Agreement and shall continue in full force and effect so long as the possibility of any liability, claim, or loss exists, unless otherwise prohibited by law.

9. The County and the Contractor acknowledge the acceptance of the following Alternate(s)

No. _____	No. _____	No. _____	No. _____
No. _____	No. _____	No. _____	No. _____

10. This Agreement and any changes thereto constitute the entire agreement between the Contractor and the County relating to the Work. There are no previous or contemporaneous representations or warranties of the County or the Contractor not set forth herein.

11. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the County unless in writing and executed by the Board of County Commissioners.

12. Waiver by the County of a breach of any provision of this Agreement by the Contractor shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

13. This Agreement may only be amended or modified by a written instrument executed by the County and the Contractor, except for Unilateral Change Orders, as provided for in the General Terms and Conditions.

14. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Work funded by the United States government and venue shall be in Hillsborough County, Florida.

15. The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available hereunder shall be in addition to and not limited to any otherwise imposed or available by law or statute or special guarantee.

16. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors, and assigns of the parties hereto.

The foregoing statements are true and correct and the instruments referred to herein are incorporated by reference into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ATTEST: VICTOR D. CRIST
CLERK OF CIRCUIT COURT**

**HILLSBOROUGH COUNTY,
FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIR, BOARD OF
COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR

WITNESS

BY: _____ (SEAL)
Authorized Corporate Officer or Individual
(Sign Before a Notary Public)

WITNESS

(Printed Name of signer)

(Printed title of signer)

(Business Address of Contractor)

(Phone number of signer)

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement		
County Attorney: Approved as to Form and Legal Sufficiency		

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization

this _____ day of _____, 20____, by _____
(Name of person)

as _____ for _____.
(ie. Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)

(Signature of Notary Public)

(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization

this _____ day of _____, 20____, by _____
(Name of person acknowledging)

(Signature of Notary Public)

(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____