

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**BASIC AGREEMENT  
NUMBER M-1234-13/ABC**

Agreement Title: Lockwood Boulevard Sewer Line Repair

Consultant/Contractor: Kiewit Water Facilities Co. Florida  
Address: 1550 Mike Fahey Street  
Omaha, NE 68102

ATTACHMENTS TO THIS AGREEMENT:

- ☒ supplemental conditions - Exhibit "A"
- ☒ scope of services - Exhibit "B"
- ☒ rate/fee schedule – Exhibit "C"
- ☐ drawings/plans/specifications
- ☐ special conditions (Sole Source form) – Exhibit "D"

METHOD OF COMPENSATION:

- ☒ fixed fee basis
- ☐ time basis-not-to-exceed
- ☐ time basis-limitation of funds
- ☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT/CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within **ten (10) weeks** from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of this Agreement for Default.

Agreement Amount: ONE MILLION FIVE HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$1,518,000.00)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Kiewit Water Facilities Co., Florida

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

\*\*\*\*\*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

WITNESSES:

\_\_\_\_\_  
(Procurement Analyst)

By: \_\_\_\_\_  
Robert Bradley, Procurement Administrator

\_\_\_\_\_  
(Procurement Analyst)

Date: \_\_\_\_\_  
As authorized by Section 3.554 Seminole  
County Administrative Code.

**OJ # \_\_\_\_\_**

**ON # \_\_\_\_\_**

## **AGREEMENT GENERAL TERMS AND CONDITIONS**

**SECTION 1. INTRODUCTION.** These General Terms and Conditions are amended or supplemented by the Supplementary Conditions attached hereto and incorporated as Exhibit "A".

**SECTION 2. SERVICES.** The COUNTY does hereby retain the CONSULTANT/CONTRACTOR to furnish those services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "B".

**SECTION 3. METHOD OF COMPENSATION.** Compensation for the services to be provided by the CONSULTANT/CONTRACTOR are attached hereto and incorporated as Exhibit "C". If the compensation is based on:

(a) **FIXED FEE BASIS**, then the Agreement Amount becomes the Fixed Fee Amount and the CONSULTANT/CONTRACTOR shall perform all work required by this Agreement for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT/CONTRACTOR to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT/CONTRACTOR shall be based on the Labor Hour Rates established in Exhibit "C" of this Agreement. In no event shall the CONSULTANT/CONTRACTOR be paid more than the Fixed Fee Amount.

(b) **TIME BASIS WITH A NOT-TO-EXCEED AMOUNT**, then the Agreement Amount becomes the Not-to-Exceed Amount and the CONSULTANT/CONTRACTOR shall perform all the work required by this Agreement for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT/CONTRACTOR authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Agreement. The CONSULTANT/CONTRACTOR'S compensation shall be based on the actual work required by this Agreement and the Labor Hour Rates established in Exhibit "C" of this Agreement. Only the Labor Rates provided as of the date of the CONSULTANT/CONTRACTOR'S price proposal attached hereto as Exhibit "C" shall remain in effect for this project.

(c) **TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT**, then the Agreement Amount becomes the Limitation of Funds amount and the CONSULTANT/CONTRACTOR is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT/CONTRACTOR shall advise the COUNTY whenever the CONSULTANT/CONTRACTOR has incurred expenses on this Agreement that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT/CONTRACTOR'S compensation shall be based on the actual work required by this Agreement and the Labor Hour Rates established in Exhibit "C" of this Agreement. Only the Labor Rates provided as of the date of the CONSULTANT/CONTRACTOR'S price proposal attached hereto as Exhibit "C" shall remain in effect for this project.

(d) The CONSULTANT/CONTRACTOR may utilize labor categories that are not included in the attached fee proposal. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Agreement Amount be modified as a result of any changes in labor categories. The CONSULTANT/CONTRACTOR shall submit a written request to the COUNTY'S PROJECT MANAGER for approval of any substitution prior to the utilization of any labor category for service, and the COUNTY PROJECT MANAGER'S approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be in effect on the date of the County's approval for any substitution.

### **SECTION 4. PAYMENT:**

(a) Payments shall be made to the CONSULTANT/CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. The CONSULTANT/CONTRACTOR may invoice amount due

based on the total required services actually performed and accepted. Upon review and approval of the CONSULTANT/CONTRACTOR'S invoice, the COUNTY shall, within thirty days of receipt of invoice, pay the CONSULTANT/CONTRACTOR.

(b) At the end of each month, the CONSULTANT/CONTRACTOR shall render to the COUNTY a properly dated, itemized invoice that includes, but not limited to, the following:

- (1) The name and address of the CONSULTANT/CONTRACTOR.
- (2) The Agreement number.

(3) A complete and accurate time record of services performed by the CONSULTANT/CONTRACTOR during the month for which the COUNTY is billed.

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

**Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772**

(c) A duplicate copy of the invoice shall be sent to the address specified in Section 4 of the SUPPLEMENTARY CONDITIONS (Exhibit "A").

(d) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT/CONTRACTOR.

### **SECTION 5. AUDIT OF RECORDS.**

(a) The COUNTY may perform or have performed an audit of the records of the CONSULTANT/CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT/CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT/CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT/CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(d).

(b) The CONSULTANT/CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT/CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT/CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

### **SECTION 6. RESPONSIBILITY OF CONSULTANT/CONTRACTOR.**

(a) The CONSULTANT/CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all deliverables, including but not limited to, plans, studies, reports and other services furnished by the CONSULTANT/CONTRACTOR under this Agreement. The CONSULTANT/CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT/CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all

damages to the COUNTY caused by the CONSULTANT/CONTRACTOR'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverables, including but not limited to, reference data, survey data, plans and reports that result from the CONSULTANT'S/CONTRACTOR'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to the CONSULTANT/CONTRACTOR. No changes or revisions to the documents furnished by the CONSULTANT/CONTRACTOR shall be made by the COUNTY or its agents without the written approval of the CONSULTANT/CONTRACTOR.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Agreement, unless terminated earlier in accordance with the termination provisions in Section 9.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONSULTANT/CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT/CONTRACTOR to fulfill the CONSULTANT/CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONSULTANT/CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT/CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT/CONTRACTOR shall be paid compensation for acceptable services performed to the date of termination. The CONSULTANT/CONTRACTOR shall be paid no more than a percentage of any Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT/CONTRACTOR to fulfill their Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT/CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT/CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT/CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT/CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT/CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** The CONSULTANT/CONTRACTOR/CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading,

demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** The CONSULTANT/CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT/CONTRACTOR, to solicit or secure this Agreement and that CONSULTANT/CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT/CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUB-CONSULTANTS/CONTRACTORS.** In the event CONSULTANT/CONTRACTOR, during the course of the work under this Agreement, requires the services of any sub-CONSULTANTS/CONTRACTORS or other professional associates in connection with service covered by this Agreement, the CONSULTANT/CONTRACTOR must secure the prior written approval of the COUNTY. If sub-CONSULTANTS/CONTRACTORS or other professional associates are required in connection with the services covered by this Agreement, the CONSULTANT/CONTRACTOR shall remain fully responsible for the services of sub-CONSULTANTS/CONTRACTORS or other professional associates.

**SECTION 14. INDEMNIFICATION OF THE COUNTY.** The CONTRACTOR agrees to hold harmless COUNTY, its commissioners, officers, employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

**SECTION 15. INSURANCE.**

(a) General. The CONSULTANT/CONTRACTOR shall at the CONSULTANT'S/CONTRACTOR'S own cost, procure insurance as required under this Section unless otherwise specified under the Supplementary Conditions (Exhibit "A"). In addition, the CONSULTANT/CONTRACTOR shall procure insurance in the amounts specified in the Supplementary Conditions (Exhibit "A")

(1) The CONSULTANT/CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance on a current ACORD Form, using a current ACORD Form, signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non renewal. Until such time as the insurance is no longer required to be maintained by the CONSULTANT/CONTRACTOR, the CONSULTANT/CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than ten (10) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the Insurance requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT/CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the Agent/Broker.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by the CONSULTANT/CONTRACTOR shall relieve the CONSULTANT/CONTRACTOR of the CONSULTANT'S/CONTRACTOR'S full responsibility for performance of any obligation including the CONSULTANT'S/CONTRACTOR'S indemnification of the COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: A) lose its Certificate of Authority, or B) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT/CONTRACTOR shall, as soon as the CONSULTANT/CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT/CONTRACTOR shall be deemed to be in default of this Agreement.

#### **SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the COUNTY'S ADR procedures prior to filing suit or otherwise pursuing legal remedies. Agreement claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) The CONSULTANT/CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY'S ADR procedures set forth in subsection (a) above of which the CONSULTANT/CONTRACTOR had knowledge and failed to present during the COUNTY'S ADR procedures.

(c) In the event that the COUNTY'S ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

#### **SECTION 17. REPRESENTATIVE OF THE COUNTY AND CONSULTANT/CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT/CONTRACTOR, shall designate in writing and shall advise the CONSULTANT/CONTRACTOR in writing of one (1) or more the COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative(s) shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT/CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT/CONTRACTOR who are authorized to act on behalf of the CONSULTANT/CONTRACTOR regarding all matters involving the conduct of

the performance pursuant to this Agreement and shall keep the COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

#### **SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONSULTANT/CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT/CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT/CONTRACTOR is to be and shall remain an independent the CONSULTANT/CONTRACTOR with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the CONSULTANT/CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONSULTANT/CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** The CONSULTANT/CONTRACTOR acknowledges the COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONSULTANT/CONTRACTOR acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT/CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT/CONTRACTOR.

#### **SECTION 26. CONFLICT OF INTEREST.**

(a) The CONSULTANT/CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT/CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the

business of the CONSULTANT/CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT/CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

## SUPPLEMENTARY CONDITIONS

**SECTION 1. INTRODUCTION.** These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Agreement Documents as indicated below.

### SECTION 2. WORK PERFORMED BY CONSULTANT/CONTRACTOR.

The CONSULTANT/CONTRACTOR must perform at least **51%** of the total Work as measured by cost (Equipment and labor) within his own organization and excluding Material costs. A failure of the CONSULTANT/CONTRACTOR to perform the required percentage of Work within his own organization constitutes a Material breach of this Agreement.

### SECTION 3. EMERGENCY PHONE NUMBERS:

Seminole County \_\_\_\_\_ (407) 665-\_\_\_\_\_  
Seminole County Purchasing and Contracts \_\_\_\_\_ (407) 665-\_\_\_\_\_

### SECTION 4. DUPLICATE INVOICE:

A duplicate copy of the invoice shall be sent to:

Seminole County \_\_\_\_\_  
Address: \_\_\_\_\_

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY: **(refer to Section 4 – Duplicate Invoice)**  
FOR CONSULTANT/CONTRACTOR: \_\_\_\_\_  
Address: \_\_\_\_\_

### SECTION 6. INSURANCE SPECIFICATIONS.

(a) Without limiting any of the other obligations or liability of the CONSULTANT/CONTRACTOR, the CONSULTANT/CONTRACTOR shall, at the CONSULTANT'S/CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective upon execution of the Agreement by the CONSULTANT/CONTRACTOR and shall be maintained in force until the Agreement completion date. **The Insurance Certificate shall have this Agreement number clearly marked on its face.**

Failure by the CONSULTANT to maintain insurance coverage within the stated period and in compliance with the Insurance requirements of the COUNTY shall constitute a material breach of the Agreement, for which this Agreement may be immediately terminated by the COUNTY. The amounts and types of insurance shall conform to the following minimum requirements. The Certificate of Insurance shall be on a signed current ACORD form.

(b) Certificate of Insurance shall be on a signed current ACORD form. The insurance provided by the CONSULTANT/CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT/CONTRACTOR.

(c) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(d) Obligations. Compliance with the following insurance requirements shall not relieve the CONSULTANT/CONTRACTOR, its

employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### (1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT/CONTRACTOR will also be responsible for procuring proper proof of coverage from its sub-CONSULTANTS/CONTRACTORS of every tier for liability which is a result of a Workers' Compensation injury to the sub-CONSULTANT'S/CONTRACTOR'S employees. The minimum required limits to be provided by both the CONSULTANT/CONTRACTOR and its sub-CONSULTANTS/CONTRACTORS are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

#### LIMITS

\$500,000	(Each Accident)
\$500,000	(Disease-Policy Limit)
\$500,000	(Disease-Each Employee)

#### (2) Commercial General Liability.

(A) The CONSULTANT'S/CONTRACTOR'S insurance shall cover the CONSULTANT/CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT/CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

#### LIMITS

General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000

**(3) Professional Liability Insurance.** The CONSULTANT/CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

#### (4) Business Auto Policy.

(A) The CONSULTANT'S/CONTRACTOR's insurance shall cover the CONSULTANT/CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by the CONSULTANT/CONTRACTOR (inclusive of any amounts provided by an umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONSULTANT/CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the Work under the Agreement Documents. The separate aggregate limits to be maintained by the CONSULTANT/CONTRACTOR shall be a minimum of three times the per accident limit required and shall apply separately to each policy year or part thereof.

#### LIMITS

Each Occurrence Bodily Injury and Property	
Damage Liability Combined	\$1,000,000
	<u>Occurrence Limit</u>