

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 17th day of August in the year Two Thousand and Twenty.

BETWEEN the Owner:
(Name, address and other information)

SANTA ROSA COUNTY
6495 Caroline Street, Suite C
Milton, Florida 32570

and the Contractor:

PANHANDLE GRADING AND PAVING
2665 Solo Dos Familiaf
Pensacola, Florida

The Project is:

**PEA RIDGE CONNECTOR ROADWAY
PROJECT**

Santa Rosa County, Florida

The Engineer is:
(Name, address and other information)

Roger Blaylock, P.E.
County Engineer

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work for the following Project listed below and more fully described in the Project Manual which is included in this Contract Document.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner. If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work for the project no later than Seven Hundred Fifty (750) calendar days from the date of commencement of the project and Final Completion of the project not later than 750 days from the date of commencement of the project, subject to adjustments of this Contract Time as provided in the Contract Documents. Liquidated damages shall be assessed against the final payment in the amount of \$1,000.00 for each consecutive calendar day the Contractor is late in achieving Substantial Completion and \$1000.00 for each consecutive calendar day the Contractor is late in achieving Final Completion.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is listed below, subject to additions and deductions as provided in the Contract Documents.

BASE BID	\$8,808,501.53
ALTERNATE A	\$55,898.05
ALTERNATE B	\$511,269.46

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows:

As stated in Contractor's Proposal dated July 14, 2020 attached as Exhibit A.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Recommendations for Payment from the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.1.3 Provided that an Application for Payment is received by the Engineer not later than the 10th day of a month, the Owner shall make payment to the Contractor not later than the 30th day of the month. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be furnished digitally and shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in the General Conditions.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the General Conditions.

5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract.
- .2 a final Recommendation for Payment has been issued by the Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Recommendation for Payment, or as follows:

ARTICLE 6 TERMINATION FOR DEFAULT

6.1.1 Contractor shall be considered in material default of the agreement and such default shall be considered cause for Owner to terminate the agreement, in whole or in part, as further set forth in this section, if Contractor: (1) fails to begin the work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the work as directed by the Owner or as provided for in the approved progress schedule; or (3) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the work; or (5) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (10) materially breaches any other provision of the contract Documents.

6.1.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which Owner, in its sole discretion, may choose.

6.1.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments, hereunder until after the project is completed. All monies expended and all of the costs, losses, damages, and extra expenses (including attorneys' fees) or if such expenditures exceed the unpaid balance of the contract amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the contract amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the work, such excess shall be paid to the contractor. The amount to be paid to the Contractor or Owner, as the case may be, and this obligation for payment shall survive termination of the agreement.

6.1.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses, and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment,

supplies, and other items therefore or re-letting the work, in settlement, discharge, or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

6.1.5 If, after notice of termination of Contractor's right to proceed pursuant to this section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor below under subsection 6.2.1 termination for convenience.

6.2 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

6.2.1 Owner shall have the right to terminate this agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to damages or any anticipated profit on portions of the work not performed.

6.2.2 Owner shall have the right to suspend all or any portions of the work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the agreement with respect to that portion of the work which is subject to the ordered suspension.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is: Dan Schebler
(Name, address and other information) County Administrator
6495 Caroline Street, Suite M
Milton, Florida 32570

7.4 The Contractor's representative is: Donald Long
(Name, address and other information) Vice-President
2665 Solo Dos Familiaf
Pensacola, Florida 32534

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions: Insurance provisions as follows:

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. **Santa Rosa County shall be named as an additional insured on the commercial general liability policy, including products/completed operations coverage.**
 - b. **Santa Rosa County shall be named as an additional insured on the business auto liability policy.**
 - c. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee, may adjust these insurance requirements.

7.7 PUBLIC RECORDS:

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 (850)983-1925, wandap@santarosa.fl.gov; 6495 Caroline Street, Suite C, Milton, Florida 32570.

(A) The Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(B) Request for records; noncompliance.

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

2. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

3. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, as modified herein.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, as modified herein, As Exhibit B.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated June 2020, included in these Contract Documents, As exhibit C.

8.1.4 The Specifications are those contained in the Project Manual dated June 2020 and are incorporated herein, As Exhibit C.

8.1.5 The Drawings are included in the Project Manual.

8.1.6 The Addenda, listed in Exhibit A, are as follows:

Addendum 1, dated June 12, 2020, 1 page

Addendum 2, dated June 26, 2020, 1 page

Addendum 3, dated July 1, 2020, 1 page

Addendum 4, dated July 2, 2020, 7 pages

Addendum 5, dated July 7, 2020, 4 pages

Addendum 6, dated July 7, 2020, 4 pages
Addendum 7, dated July 13, 2020, 1 page

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
Contractor's Proposal dated July 14, 2020, attached as Exhibit A.

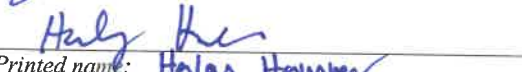
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

CONTRACTOR:

PANHANDLE GRADING AND PAVING, INC.

WITNESS:


Printed Name: Josh Hammer


Printed name: Harley Hammer


Donald Long, Vice - President

OWNER: SANTA ROSA COUNTY

ATTEST:


Donald C. Spencer, Clerk of Court


W.D. "Don" Salter, Chairman

BCC approved: July 23, 2020

