

JUNK REMOVAL SERVICES AGREEMENT

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Code Enforcement Officer, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with _____ (the "Contractor") of _____ (address) a _____ contractor licensed to perform all work in the State of Florida and Wakulla County in connection with Request for Proposal No. 2010-01 (the "Project"), as said work is set forth in Request for Proposals No. 2010-01 and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1 - Contract Documents.

- A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Contractor's Proposal and any duly executed and issued addenda, as well as the Request for Proposals for Junk Removal Services, RFP No. 2010-01. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Section 2 - Scope of Work.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, storage fees, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the work required by this Agreement.

Section 3 - Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor an amount equal to the price quoted in response to a Request for Quotes for an individual project, provided the Contractor is a responsive, responsible vendor for that project and provided that such response includes the lowest total overall cost of all quotes received and meets the project time table included in the Request for Quotes.

Section 4 - Bonds.

- A. If selected for an individual project, the Contractor shall provide a payment bond in the amount of 100% of the amount quoted in the response to the Request for Quotes, the costs of which are to be paid by Contractor. The payment bond shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the payment for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another payment bond which shall be subject to the County's approval.

Section 5 - Contract Time and Liquidated Damages

- A. This Agreement shall be for a period of 2 years from the date of execution, unless there are contractual duties and payments outstanding, in which case the Agreement shall terminate upon completion of all contractual duties and payment of all invoices submitted by the Contractor ("Contract Time"). The Agreement may be renewed or extended upon the written agreement of both the County and the Contractor.
- B. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Request for Quotes to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date and upon issuance of a Work Authorization awarding the project to the Contractor. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within the time period stated within the Request for Quotes. The Work shall be fully completed and ready for final acceptance by the County at such time as the property is clean and in compliance with the Wakulla County Code of Ordinances.
- C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday of Wakulla County, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 6 - Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Request for Proposals for Junk Removal Services No.2010-01
- C. Bidder's Proposal, including all Attachments
- D. Surety Bond
- E. Insurance Requirements

Section 7- Notices.

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wakulla County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

With a copy to the Project Manager:
Jaime Baze
Wakulla County Code Enforcement Officer
3093 Crawfordville Highway
Crawfordville, Florida 32327

- B. All notices required or made pursuant to this Agreement by the County to the Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose _____

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 9. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 10. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 11. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 12. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 13. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)
Its: _____ (Title)
Date: _____

Witness:

Its: _____
President/Corporate Secretary/Witness Date: _____
[Corporate Seal]

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Wakulla County, Florida

(SEAL) By: _____
Chairman

Clerk: _____ Date: _____

Approved as to Form and Content:

County Attorney

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