AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

This Agreement ("Agreement") is entered as of _____, 2026 ("Effective Date") by and between the Levy County Board of Commissioners, a political subdivision of the State of Florida ("County") and _____ , ("Consultant"). County and Consultant may also be referred to herein each as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, on September 9, 2026, the County issued a Request for Qualifications No. 2026_01 (the "RFQ") for the services described in Article II below in accordance with the Competitive Negotiation Act ("CCNA") Section 287.055, Florida Statutes and other applicable laws and County procurement policies and procedures;

WHEREAS, the County intends to periodically implement specific designated projects in the disciplines included in the RFQ; and

WHEREAS, any and all projects implemented under this Agreement shall be those having estimated costs and/or study fees not exceeding the monetary threshold amounts provided in Section 287.055, Florida Statues.

WHEREAS, Consultant submitted a response to the RFQ and was selected by the County to provide the services; and

WHEREAS, the County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with the RFQ, Consultants Response, this agreement, applicable Task Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

1.1 The RFQ consisting of 20 pages, and the response submitted by Consultant (the "Response"), all of which are on file in the County Procurement Department, and are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order:

1) This Agreement;

2) Any Written Task Assignment issued by the County

2) RFQ_2026_01 and the Addenda issued thereto

3) The Response submitted by Consultant

ARTICLE 2 – SERVICES/TASK ASSIGNMENTS

2.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in the RFQ and as set forth in this section. The professional services disciplines to be provided Consultant are as follows, appearing in descending order of ability of Consultant:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____

2.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, on a rotating basis to each consultant qualified to provide services pursuant to the RFQ and resulting agreement with such consultant, with the object of effecting an equitable distribution of Tasks Assignments among Consultants qualified to provide services pursuant to the RFQ and resulting agreement with such Consultants.

2.3 Each Task Assignment issued hereunder shall contain a description of the specific services required, the compensation to be paid to the Consultant, and a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become part of this Agreement upon approval by both parties.

Compensation for each Task Assignment shall be negotiated and mutually agreed upon by the County and Consultant and may be established on either a fixed-price basis or a time-and-materials basis, subject to a not-to-exceed amount. For Task Assignments compensated on a time-and-materials basis, the hourly rates shall not exceed those set forth in Exhibit "A", attached hereto and incorporated herein. The agreed-upon method of compensation and total not-to-exceed amount shall be expressly stated in each Task Assignment. Consultant shall not be entitled to compensation

exceeding the amount authorized in the applicable Task Assignment without the County's prior written approval.

The hourly rates set forth in Exhibit "A" shall remain fixed during the initial term of this Agreement. In connection with any renewal of this Agreement, the County and Consultant may negotiate adjustments to the hourly rates applicable to the renewal period. Any such adjustments shall be effective only upon execution of a written amendment to this Agreement approved by both parties. Unless and until such amendment is executed, the existing hourly rates shall remain in effect.

County acknowledges that adjustments to the services, schedule, and compensation for any Task Assignment may be necessary based on circumstances, and any such adjustments shall be mutually agreed upon in writing by Consultant and County. Consultant shall be authorized to proceed with services pursuant to any Task Assignment upon receipt of the fully executed Task Assignment. Consultant agrees to perform the services in consideration of the compensation described in each Task Assignment and in accordance with the terms of this Agreement.

2.4 County Manager or his/her designee is authorized on behalf of the County to execute any Task Assignment that does not exceed Twenty Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents ($24,999.99).

2.5 Task Assignments issued pursuant to this Agreement are limited to projects in which the estimated construction cost for each project does not exceed $7.5 million and for a study activity if the fee for such study does not exceed $500,000. The not to exceed amounts for estimated construction costs for an individual project or study activity will be increased or decreased automatically throughout the term of this Agreement if such not to exceed amounts for continuing contracts are increased or decreased by Section 287.055(2)(g), Fla. Stat., as the same may be amended. Any services County needs that exceeds these monetary caps will be solicited through another selection process, as provided by applicable law.

2.6 County reserves the right to issue a separate solicitation for any services it may need, at its discretion, regardless of whether a Task Assignment could be awarded for such services pursuant hereto.

2.7 County provides no guarantee that Consultant will be issued any quantity or dollar amount of Task Assignments, or that Consultant will be issued any Task Assignment hereunder.

2.8. County may, at any time, request changes to the scope of services, deliverables, performance schedule, or other requirements of an authorized Task Assignment. Consultant shall promptly review any proposed change and, when requested, submit a written proposal identifying the nature of the change, any adjustment to compensation, and any anticipated effect on the approved schedule.

No change that increases the compensation payable to Consultant, materially modifies the scope of services, or extends an established completion date shall be effective unless authorized through a written amendment to the applicable Task Assignment executed by both Parties through their duly authorized representatives.

Consultant shall not perform additional services or incur additional costs for which compensation is sought without first obtaining the required written authorization from County.

Services performed without such authorization shall be at Consultant's sole risk and expense, except as otherwise required by applicable law.

Any modification shall remain subject to the applicable limitations of Section 287.055, Florida Statutes, and the County's purchasing authority and procedures. No Task Assignment amendment shall be used to circumvent applicable competitive selection or approval requirements.

Nothing herein shall prevent County from directing Consultant to suspend or discontinue services in accordance with the terms of this Agreement.

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

3.1 Consultant agrees to perform all the services and provide all the materials requested by RFQ_2026_01 and described in any individual Task Assignment issued pursuant to this Agreement. Consultant shall perform all services and provide all materials in accordance with the provisions contained herein. Consultant shall perform all services under any Task Assignment in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar professionals working in the same discipline(s) as Consultant having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by Consultant. All services shall be provided in accordance with the standards of professional engineering practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultants engaged by Consultant. Consultant shall provide its services and materials under any Task Assignment within the times allowed for performance in the schedule contained in the applicable Task Assignment.

3.2 Consultant agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by Consultant throughout the term of this Agreement. In the event that Consultant is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice of such event to County, along with the names and qualifications of a replacement for such key personnel.

3.3 Consultant shall obtain and maintain throughout the term of this Agreement, all necessary licenses and permits as required by law, including, but limited to, being licensed pursuant to Chapter 471, Florida Statutes.

3.4 Consultants shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement.

3.5 As required by 119.0701, Florida Statutes, the following notice is given to the Consultant's duty to comply with Florida's public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Consultant shall:

(i) Keep and maintain public records required by County to perform the services;

(ii) Upon request by County's custodian of public records, provide 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, Florida Statutes, or as otherwise provided by law;

(iii) 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 term of this Agreement and following completion of the services to be provided by Consultant under this Agreement if Consultant does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers all public records to County upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement. For the purposes of this Agreement, the term "custodian of public records" shall mean the County Manager or County or his/her designee.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: **(352) 486-5218**

EMAIL: **LEVYBOCC@LEVYCOUNTY.ORG**

MAILING ADDRESS: **P.O. BOX 310, BRONSON, FL 32621**

3.6 During the performance of this Agreement, in the event any services to be performed by the Consultant are or may be funded by federal funds or may be reimbursable by federal funds, the Consultant, for itself, its subcontractors, and any assignees and successors in the interest agrees as follows:

(a) *Equal Employment Opportunity:* The Consultant shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as

any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination:* The Consultant, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Consultant shall comply with all applicable laws and regulations that prohibit discrimination based on race, color, national origin, sex disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) *Davis-Bacon Act:* The Consultant shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of performance of the particular services by Consultant or which may be subject to federal funding or federal reimbursement shall be accepted by Consultant prior to performance of those services.

(e) *Copeland "Anti-Kickback" Act:* The Consultant shall comply with the provisions of Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. County shall report any suspected violations to the applicable federal funding agency.

(f) *Contract Work Hours and Safety Standards Act:* In the event in the performance of any services by Consultant are anticipated to be in excess of $100,000, and Consultant employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Consultant Shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(g) *Rights to Inventions Made Under a Contract or Agreement:* (this section intentionally left blank).

(h) *Clean Air Act and Federal Water Pollution Control Act:* Consultant shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto.

Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(i) *Energy Policy and Conservation Act:* Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.

(j) *Solid Waste Disposal Act:* Consultant shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquire by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(k) *Incorporation of Provisions*: The Consultant shall include the provisions of this Section 3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Consultant may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(l) *Sanctions for Noncompliance*: In the event of the Consultant's noncompliance with the provisions of this Section3.6, the County or any applicable state or federal funding agency may impose such contract sanctions as the County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Consultant until the Consultant complies, and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding, or as are not prohibited by law.

3.7. For each Task Assignment involving design services, Consultant shall prepare and submit to County for review and approval a proposed design schedule identifying the principal phases of design, required deliverables, review periods, and anticipated completion dates. Unless otherwise provided in the applicable Task Assignment, the schedule shall include, as applicable, conceptual design, preliminary design, design development, construction documents, permitting, bidding assistance, and construction administration.

Consultant shall perform its services in accordance with the schedule approved by County and shall promptly notify County in writing of any circumstances that may materially affect its ability to meet an established milestone or completion date. Such notice shall identify the cause of the anticipated delay, its expected duration, and proposed measures to minimize the impact on the project schedule.

Consultant shall update the design schedule as reasonably requested by County. Any modification to an approved completion date or material milestone shall require prior written approval by County. No adjustment to Consultant's compensation shall result from a schedule modification unless expressly authorized in writing by County in accordance with this Agreement.

3.8 Consultant shall commence performance of services authorized under a Task Assignment upon receipt of the fully executed Task Assignment or such other written notice to proceed as may be required therein. Consultant shall diligently prosecute the services to completion in accordance with the performance schedule established in the applicable Task Assignment.

Time is of the essence with respect to Consultant's performance of its obligations under this Agreement and each Task Assignment, subject to extensions approved by County in writing.

In the event Consultant determines that circumstances beyond its reasonable control may delay performance, Consultant shall notify County in writing as soon as reasonably practicable, identifying the cause and anticipated duration of the delay. Consultant shall take reasonable measures to minimize the delay and shall not be entitled to additional compensation or an extension of time unless approved by County in writing.

County may require Consultant to submit a revised performance schedule or recovery plan when Consultant fails to maintain satisfactory progress. Consultant shall cooperate with County in implementing reasonable measures to restore the project schedule.

3.9. Consultant shall participate in project meetings with County and other project participants as reasonably necessary for the proper coordination and timely completion of services under each Task Assignment.

Unless otherwise specified in the applicable Task Assignment, Consultant shall participate in an initial project coordination meeting and subsequent progress meetings at intervals reasonably established by County based upon the nature, complexity, and status of the project.

Consultant shall designate a project manager who shall serve as the primary point of contact for County and shall be responsible for coordinating the services of Consultant and its subconsultants.

When requested by County, Consultant shall prepare and distribute meeting agendas, written progress reports, and meeting minutes identifying material decisions, outstanding issues, responsible parties, and anticipated completion dates for action items.

ARTICLE 4 – COUNTY'S RESPONSIBILITIES

4.1 County shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of Consultant.

4.2. County shall designate representatives authorized to act on its behalf. The County shall examine documents submitted by the Consultant and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress on Consultant's work. The Consultant shall observe the procedure of issuing orders to contractors only through the Consultant.

4.3 County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports, and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.

4.4 County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services in this Agreement.

ARTICLE 5 – TERM/TERMINATION

5.1 The term of this Agreement shall begin on the date and year first above written and shall continue for a period of three (3) years. At the option of the parties, this Agreement may be extended for two (2) additional one (1) year terms or one additional two (2) year term for a total term with extensions of five (5) years. The County Manager or designee is authorized to extend this Agreement on behalf of the County for any of the extension terms. All work associated with any Task Assignment must be completed within the initial term or any extension term of this Agreement, unless the applicable Task Assignment is unavoidably delayed. In the event of such unavoidable delay, the term or extended term of this Agreement shall be automatically continued for such Task Assignment until Consultant completes all serves and provides all products required under such Task Assignment, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days' advance written notice to Consultant. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days' advance written notice to Consultant, which notice specified the cause of termination and allows the Consultant a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances; funds necessary to pay for the Consultant's services are no longer available, the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Consultant fails to comply with Florida's public records laws.

5.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other work product prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

5.4 Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Consultant and the County

may reasonably withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

ARTICLE 6 – PAYMENT

6.1 County shall pay the Consultant the sums indicated for each Task Assignment for Services actually performed by Consultant, in the manner indicated in each individual Task Assignment.

6.2 Consultant shall submit all invoices for Services rendered to the County Department that requested the Services. Invoices shall detail the Services performed and shall identify the Task Assignment and any line item(s) in such Task Assignment to which the Services apply. Invoices shall include a summary of any amounts previously billed and any credits for amounts previously paid.

6.3 Consultant acknowledges that each invoice must be reviewed and approved by the Director of the County Department that requested the Services. Should the Director of the County Department requesting the services, or his/her designee, determine that the amount invoiced is not commensurate with the services performed, work accomplished or hours expended, Consultant shall adjust the invoice accordingly. However, Consultant is entitled to payment for any invoice, or portion of an invoice, not in dispute.

6.4 County shall pay Consultant's monthly invoices in accordance with the Florida Local Government Prompt Payment Act. Invoices that have been returned to the Consultant because of Consultant's preparation errors will result in delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the County.

6.5 The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission. In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6.6. Consultant shall maintain complete, accurate, and readily identifiable books, records, accounts, and supporting documentation relating to all services performed and compensation charged under this Agreement and each Task Assignment. Such records shall include, as applicable, personnel time records, payroll records supporting labor classifications and charges, invoices, receipts, subconsultant charges, reimbursable expenses, and other documentation reasonably necessary to verify amounts invoiced to County.

Consultant shall maintain such records in accordance with generally accepted accounting principles, consistently applied, to the extent applicable to the nature of the records and services performed.

County, through its authorized representatives, shall have the right, upon reasonable advance notice and during normal business hours, to inspect, examine, and audit records directly related to Consultant's performance and charges under this Agreement. Consultant shall cooperate with any such examination or audit and shall make relevant records reasonably available for inspection and copying.

Consultant shall retain such records for a period of five (5) years following final payment under the applicable Task Assignment, or for any longer period required by applicable law, grant conditions, or records retention requirements. If an audit, claim, or litigation is pending at the expiration of the applicable retention period, Consultant shall retain the relevant records until the matter is finally resolved.

Consultant shall include provisions in its agreements with subconsultants sufficient to permit County to verify charges attributable to their services.

The provisions of this Section are in addition to, and shall not limit, Consultant's obligations under Section 3.5 concerning compliance with Florida's public records laws.

ARTICLE 7 –CORRECTIONS

Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subconsultant(s) engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this article shall survive the termination of this Agreement.

ARTICLE 8 –DISPUTE RESOLUTION

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or any Task Assignment, the Parties shall first attempt in good faith to resolve the matter through discussions between their designated representatives.

If the dispute cannot be resolved through such discussions, either Party may submit a written notice of dispute to the other Party identifying the nature of the dispute, the relevant facts, and the relief requested. Within fifteen (15) calendar days after receipt of such notice, representatives of the Parties having authority to resolve the dispute shall meet, either in person or by electronic means, and attempt to reach a mutually acceptable resolution.

If the dispute remains unresolved thirty (30) calendar days after receipt of the written notice of dispute, either Party may pursue any remedy available under this Agreement or applicable law.

During the pendency of any dispute, Consultant shall continue performing all undisputed services required under this Agreement and any authorized Task Assignment, unless otherwise directed by County in writing.

Nothing in this Section shall limit County's right to terminate this Agreement, exercise any contractual remedy, or seek immediate judicial relief when necessary to protect County's interests. Nothing herein shall constitute a waiver of County's sovereign immunity or any other immunity, defense, or limitation of liability available under Florida law.

Any litigation arising under this Agreement shall be governed by Article 17.

ARTICLE 9 - COUNTY PROPERTY

9.1 All plans, drawings, specifications, reports, studies, surveys, calculations, design documents, electronic files, data, and other documents or materials prepared specifically for County by Consultant or its subconsultants in connection with services performed under this Agreement or any Task Assignment (collectively, "Project Documents") shall become the property of County upon their creation, subject to any pre-existing proprietary rights expressly identified in writing and approved by County.

Consultant hereby assigns to County all transferable ownership rights and interests in the Project Documents developed specifically for County under this Agreement, including copyrights to the extent legally transferable, subject to the provisions of this Article.

9.2 Consultant shall provide County with copies of all Project Documents in the formats specified in the applicable Task Assignment. Upon completion or termination of a Task Assignment, Consultant shall deliver all completed and partially completed Project Documents to County, including reasonably available electronic files and supporting documentation.

Unless otherwise specified in the applicable Task Assignment, electronic documents shall be provided in PDF format and, upon County's request, in the native electronic format in which such documents were prepared, including CAD or other design files reasonably necessary for County's continued use of the Project Documents.

9.3 County shall have the right to use, reproduce, and modify the Project Documents for purposes relating to the project for which they were prepared, including construction, operation, maintenance, repair, renovation, and future improvements.

Any modification or reuse of the Project Documents for purposes materially different from those for which they were originally prepared, without Consultant's professional involvement, shall be at County's risk to the extent that any resulting loss or damage is attributable to such modification or reuse and not to any negligent act, error, or omission of Consultant.

9.4 Consultant may retain copies of Project Documents for its records and professional purposes, subject to applicable confidentiality requirements and Florida's public records laws. Consultant shall not disclose or use confidential or exempt information except as authorized by law.

9.5 To the extent any Project Documents incorporate pre-existing proprietary materials owned by Consultant or a third party, Consultant shall identify such materials to County and secure for County a perpetual, nonexclusive, royalty-free license to use such materials as reasonably necessary for the construction, operation, maintenance, repair, modification, and improvement of the project.

9.6 The obligations and rights established under this Article shall survive expiration or termination of this Agreement.

ARTICLE 10 - NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

Levy County Board of County Commissioners
Attn: County Manager
310 School Street, Suite 112
Bronson, FL 32621
Levybocc@leycounty.org

If to Consultant:

_____
_____
_____
_____
_____

ARTICLE 11 - NO CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant 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, County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 12 - NO ASSIGNMENT

12.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approval of County.

12.2 Consultant shall not subcontract or otherwise delegate any material portion of the services required under this Agreement or any Task Assignment without the prior written approval of County. Consultant shall identify all proposed subconsultants, the services each will perform, and their qualifications, licenses, and professional certifications, as applicable. County reserves the right to approve or reject any proposed subconsultant based upon its qualifications, experience, ability to perform the required services, or other reasonable considerations.

Consultant shall remain fully responsible to County for the performance of all services provided by its subconsultants and for their acts, errors, and omissions to the same extent as if such services were performed directly by Consultant. County's approval of a subconsultant shall not relieve Consultant of any responsibility or liability under this Agreement.

12.3 Consultant shall require each approved subconsultant to be bound by a written agreement containing provisions consistent with the applicable requirements of this Agreement, including professional standards of care, confidentiality, public records compliance, insurance, ownership and delivery of project documents, and compliance with applicable laws.

Consultant shall ensure that each subconsultant maintains all licenses, certifications, and insurance required for the services it performs. Upon request, Consultant shall provide County with evidence of such compliance and copies of applicable subcontract provisions.

No contractual relationship shall be created between County and any subconsultant by virtue of County's approval of the subconsultant or its participation in the performance of services under this Agreement.

ARTICLE 13 - INDEMNIFICATION

13.1 The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Consultant of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event that Consultant qualifies as a "design professional" and the performance of services under this Agreement constitutes a "professional services contract" (as those terms are defined in Section 725.08, Florida Statutes) the following will replace the foregoing indemnification provisions: Consultant shall indemnify and hold harmless County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of Consultant's services under this Agreement.

13.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

13.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 14 - INSURANCE

Before performing any work, the Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Consultant will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFQ/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers,

employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Consultant. Said insurance coverages procured by Consultant as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for the insurance required herein shall be as follows:

A. **Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $1,000,000 each accident, 1,000,000 each employee, $1,000,000 policy limit for disease.

B. **Professional Liability Insurance:** Coverage of a minimum one million dollars ($1,000,000) in coverage for this project.

C. **Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of $300,000 minimum.

D. **Commercial General Liability – Occurrence Form Required:** Commercial General Liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $3,000,000. Products and completed operations aggregate shall be $3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at $100,000.

E. **Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

ARTICLE 15 - CONTACT PERSONS

Upon written request of Consultant, the County Manager shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 16 - SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon

the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 17 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 18 - INDEPENDENT CONSULTANT

Consultant enters into this Agreement as, and shall continue to be, an independent Consultant. All services shall be performed only by Consultant and its employees, subconsultants and subconsultants. Under no circumstances shall Consultant, its employees, subconsultants or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of and its employees, subconsultants and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 19 - THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars ($1,000,000) or more may be terminated at the County's option if it is discovered that the Consultant submitted false

documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

20.2 As required by Section 287.133(3)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

20.3 If it is discovered that Consultant provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Consultant and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

20.4 The Consultant must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Consultant agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Consultant agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.

- Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.

- County may require Consultant to submit reports, and permit the County access to Consultant's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Consultant's compliance with laws that prohibit harassment and discrimination.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

BOARD OF COUNTY
COMMISSIONERS
LEVY COUNTY, FLORIDA
Tim Hodge, Chair

Date: _____

ATTEST: Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

_____

Matt Brooks, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____

Ray Poole, County Attorney

ATTEST/WITNESS

_____

Secretary of Corporation

_____

By: _____

Title: _____

Date: _____