

EXHIBIT A: GSA SCOPE OF WORK FOR PROFESSIONAL SERVICES

This Scope of Work is attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D, between the Board of Commissioners for Levy County, Florida and DATAMARK, the public safety division of Michael Baker International, Inc.

DATAMARK’s Scope of Work includes the following Professional Services:

- GIS Managed Services (Five Years)

PRICING FOR PROFESSIONAL SERVICES

DATAMARK will invoice Levy County annually for services, not to exceed the fixed pricing below.

Professional Service	Price
GIS Managed Services	
GIS Managed Services – Year One	\$34,510
GIS Managed Services – Year Two	\$34,510
GIS Managed Services – Year Three	\$34,510
GIS Managed Services – Year Four	\$34,510
GIS Managed Services – Year Five	\$34,510
GIS Managed Services Subtotal	\$172,550
Exhibit A Total	\$172,550

GSA Labor Category: GIS Managed Services	Hours	Hourly Rate
Management Consultant XI	655.897	\$140.17
Discipline/Project Manager -XII / Management Consultant XII	199.260	\$194.66
Management Consultant VIII	317.891	\$102.48
Admin Support VIII	92.134	\$100.37

Detailed descriptions of these services begin on the following page.

DESCRIPTION OF PROFESSIONAL SERVICES

GIS Managed Services

Our team of experienced GIS professionals provides GIS managed services to local, regional, and state-level GIS authorities that lack the personnel or resources to develop and maintain standards-compliant GIS data for NG9-1-1 and 9-1-1 applications.

DATAMARK will provide Levy County GIS managed services for a period of **five years** to expand the capabilities of your GIS staff, at the fixed price shown in the pricing table. Our GIS managed services provide you with a trusted partner to achieve long-term GIS objectives and resolve data issues requiring immediate attention.

GIS Managed Service Delivery Model

Following kickoff, the DATAMARK team will work collaboratively with Levy County to identify specific GIS managed services required to meet your GIS data development and management needs, document the frequency of services to be performed, and implement technology solutions to perform them.

GIS managed services can include scheduled GIS data management tasks performed on a regular basis, provide support for ongoing or time-sensitive administrative and organizational tasks, and provide user friendly solutions to perform routine GIS data management tasks on-demand.

DATAMARK's GIS managed services are provided by skilled GIS professionals located across the United States with experience developing GIS data used in public safety and government applications using purpose-built data solutions to validate, edit, provision, and aggregate NG9-1-1 GIS datasets.

All work is performed during regular business hours, and our project team will work with Levy County to obtain GIS datasets, access GIS data environments, and onboard GIS datasets into our GIS data management solutions, prior to beginning work on individual GIS managed services tasks.

GIS managed services commence upon execution of an agreement for services, expire at the end of the contract period, are not transferrable to a subsequent period, and are not transferrable to other clients.

DATAMARK's GIS managed services include the following tasks, which are described in detail below.

- Ongoing GIS Database Management and GIS Data Administration**
- MSAG and ALI Database Services**
- 9-1-1 Wireless Database Support and Maintenance**
- Database Synchronization**
- Project Management Tasks and Methodology**

Task 1: Ongoing GIS Database Management and GIS Data Administration

Public Safety GIS Database Management

DATAMARK will work collaboratively with Levy County to perform ongoing maintenance of its NENA Required NG9-1-1 GIS layers along with GIS layers required to support 9-1-1 and E9-1-1 operations. DATAMARK will collect and perform additions and updates to the layers described below from source documents provided by Levy County.

NENA Required Layers

- Road Centerlines (RCL)
- Site/Structure Address Points (SSAP)
- Provisioning Boundary
- PSAP Boundary
- Emergency Service Boundaries (ESB): Police, Fire, EMS

9-1-1 and E9-1-1 Layers

- Emergency Service Number (ESN)
- MSAG Community
- Wireless Tower
- Phase 1 Cell Sector

Once data additions and updates have been made, DATAMARK will run validations and QC checks on Levy County's GIS layers on a monthly basis to identify anomalies, discrepancies, and errors impacting accuracy, quality, synchronization with MSAG and ALL data, and compliance with NG9-1-1 standards following GIS and 9-1-1 best practices.

Levy County participates in and contributes local data to the Florida 9-1-1 Region 3 GIS Repository using DATAMARK VEP. County GIS authorities, including Levy County, are responsible for using VEP to maintain local GIS and 9-1-1 data in VEP in collaboration with neighboring counties, perform local and cross-jurisdictional validations on their datasets, and keep the aggregated Region 3 database current.

Local and cross-jurisdictional validation results are generated in tabular and spatial formats to streamline corrections, updates, and additions within their respective layers. GIS layer corrections are completed by experienced GIS technicians who understand the impact accurate data has on life-critical decisions made by 9-1-1 call takers, dispatchers, and emergency responders every day.

Indoor Mapping Layers

DATAMARK will digitize Levy County's indoor mapping plans, not to exceed 10 floors per year, at the County's direction. The DATAMARK team also offers a comprehensive range of indoor mapping data collection services and data management software solutions, and we would be pleased to discuss additional indoor mapping services and solutions with the County at any time.

GIS Data Administration

DATAMARK, working closely with Levy County, will assist the County in refining and streamlining workflows, operational procedures, and communications necessary to achieve compliance with NENA NG9-1-1 GIS data standards. DATAMARK will review current processes and data workflows for GIS data

management, quality assurance and quality control (QA/QC), and other standard operating procedure (SOP) documentation provided by the County.

Our team of experienced GIS professionals will update and refine GIS processes and workflows where needed, and our team can coordinate GIS data updates, creation of new GIS layers, addressing reviews, and integration of GIS workflows within VEP. Additionally, DATAMARK can assist the County with the creation of public safety maps, map books, GIS and other data conversion, and general GIS tasks.

Field Verification of Addressing Data

DATAMARK will perform field verification of address point and road centerline anomalies marked for further investigation in the Levy County's GIS data to physically confirm or determine their location and attribution for correction and accurate placement.

On an as-needed basis, DATAMARK will provide up to one day of field work per month performed by a local member of our team to verify the posted addressing of structures, physical features, and landmarks noted in the GIS for additional investigation. DATAMARK personnel will safely travel to each point to observe, record, and confirm locations using GPS equipment from their vehicle.

If address or street features required to field verify anomalies are not clearly recordable due to obstructions or safety hazards that cannot be overcome by returning at a later time, the anomalous feature will be marked or remain marked for investigation in the GIS data. Unresolved errors, anomalies, or discrepancies will be reported for investigation and correction in the County's GIS datasets.

DATAMARK will coordinate all necessary field work with Levy County to optimize the time spent in the field and minimize any disruption to ongoing management and maintenance of the County's NG9-1-1 GIS database.

Task 2: MSAG and ALI Database Services

DATAMARK will work with Levy County to maintain compliance with NENA requirements for 98% or better synchronization between its MSAG and ALI data and NG9-1-1 RCL and SSAP layers. We will compare Levy County's RCL and SSAP layers against its MSAG and ALI records to identify potential discrepancies and determine the levels of synchronization between the GIS layers and tabular 9-1-1 datasets.

Comparison results will be documented in a report to identify issues in the RCL and SSAP layers, MSAG, and ALI data requiring correction to maintain synchronization between NG9-1-1 GIS layers and 9-1-1 data, supporting the transition to NG9-1-1 call routing and location.

Correcting GIS Discrepancies

GIS-based discrepancies are documented and corrected in Levy County's RCL and SSAP layers by the DATAMARK team as part of the monthly GIS database correction and update tasks.

Correcting MSAG/ALI Discrepancies

Once each month, DATAMARK will provide Levy County with a report identifying issues in the MSAG and ALI records and recommended corrections to be made by the County's MSAG/ALI vendor, or other personnel who are authorized to edit the County's MSAG and ALI datasets.

Task 3: 9-1-1 Wireless Database Support and Maintenance

Wireless E9-1-1 Location Database Maintenance

DATAMARK will work with Levy County and its wireless service providers to verify the location of cell sectors in submitted wireless call routing sheets and provide GIS products enabling the PSAP to display the theoretical coverage area of the cell site and its sectors to telecommunicators.

Wireless Cell Site, Cell Sector, and Tower Addressing Maintenance

The DATAMARK team will work with Levy County and its wireless services providers to identify the locations of cell towers and cell sectors using submitted wireless call routing sheets. We will use this information to recommend addresses that are valid in the county's MSAG and coordinate changes with wireless services providers and the county's 9-1-1 database provider.

DATAMARK will deliver any required addressing verification and recommendations for update or correction to wireless call routing sheets no later than 10 working days after the receipt of wireless call routing sheet files. Services are performed in accordance with NENA E9-1-1 Wireless Maintenance Call Routing & Testing Validation Standard (NENA 57-002) and include:

- Verifying tower and cell sector addresses conform to the character limitations set by the ALI data stream
- Using the Location field as a unique identifier for each cell sector
- Recording the community as the proper MSAG Community
- Assigning the proper wireless ESN within the call routing sheets to make sure 9-1-1 calls route to the appropriate PSAP
- Removing cell sites and sectors from the wireless database when the PSAP receive notification from the wireless service provider that a cell site or sector has been decommissioned

Task 4: Database Synchronization

The DATAMARK team proactively identifies data issues and, as issues are identified, we perform updates and determine solutions to improve and enhance the accuracy, quality, and standards compliance of Levy County's NG9-1-1 and 9-1-1 GIS layers. Our GIS services and data solutions are built around and conform to the NENA NG9-1-1 GIS data model and public safety GIS best practices. We will work with Levy County at the beginning of the project to develop a cadence for edits and updates based on issues identified in the County's datasets.

DATAMARK will review, resolve, and document data issues identified by Levy County, anomalies identified through validations run in VEP, or other issues identified within the County's NG9-1-1 GIS datasets. Our team will incorporate new address points and road centerlines provided by Levy County into their respective GIS layers.

DATAMARK will validate Levy County's NG9-1-1 GIS and 9-1-1 datasets using its existing subscription to VEP, and correct discrepancies, errors, and anomalies identified in the validation results. As needed, DATAMARK will make corrections to existing address points and road centerlines based on the results of our validations as well as input provided directly from the County.

Our team works collaboratively with Levy County to identify, document, and resolve errors, discrepancies, and anomalies in its data, and we will obtain authoritative decisions for corrections and updates when required. When boundary adjustments are necessary, we obtain information directly from the County and make the corresponding updates within its NG9-1-1 and 9-1-1 boundary layers following the County's guidelines and staff recommendations.

DATAMARK will collaborate with Levy County's Next Generation Core Services (NGCS) provider to obtain critical attribute information. If essential attributes are missing from the County's NG9-1-1 and 9-1-1 GIS layers, we will update them using NGCS information.

GIS Data Managed Service Tasks, Responsibilities, and Deliverables

Levy County Tasks and Responsibilities

- Work with DATAMARK to define specific GIS data requirements and GIS managed services tasks
- Review and approve managed services tasks and task scheduling developed with DATAMARK
- Provide GIS data and/or access to GIS data environments as necessary to perform GIS managed services tasks
- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

DATAMARK Deliverables

- Document GIS managed services tasks and task scheduling in the project plan
- Perform GIS managed services tasks as defined and documented in the project plan
- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to Levy County

EXHIBIT B: PROJECT MANAGEMENT METHODOLOGY

Michael Baker's project management methodology has been used for more than 80 years to effectively manage project plans, schedules, budgets, and contracting. DATAMARK will manage each phase of this project in close collaboration with Levy County throughout the term of the contract for services.

Project Startup

Following execution of an agreement for services, DATAMARK will perform project startup tasks which include setting up budget management, developing the project plan, and scheduling a project kickoff meeting for project stakeholders.

DATAMARK uses Smartsheet, an end-to-end project management application, to manage project planning, scheduling, tasks, communications, and risk management. Smartsheet provides project team members and stakeholders with a web-based dashboard to track project and task status as well as review the schedule, communications plan, risk register, and change log through the life of the project.

Project Kickoff Meeting

DATAMARK will conduct a virtual project kickoff meeting to introduce project team members, define team member roles, and discuss the project's milestones, objectives, timeline, and approach. Topics discussed during the kickoff meeting will be documented in the project plan.

Project Management Plan

The Project Manager will create a Project Management Plan (PMP) to document project operations, budget, contracts, and quality, based on Levy County's project specifications and the finalized scope of work.

The PMP includes the reporting schedule and communication processes established during kickoff along with a risk register to track risks and mitigation plans. Throughout the project, the PMP will be used to document and track:

- Project stakeholders and their project responsibilities
- Project approach and objectives
- Project communication processes
- Risk and decision management
- Project schedule, budget, and progress tracking
- Progress tracking of project milestones and deliverables

The PMP is updated by the Project Manager and updates are communicated to the project team and stakeholders through the life of the project. The most current version of the PMP can be viewed by the project team and stakeholders through the Smartsheet project portal.

Scope, Schedule, and Budget Tracking

DATAMARK's Project Manager will use Smartsheet to track the project's scope, schedule, and budget from startup through completion. The Project Manager will provide regular communication with the project team to maintain focus, manage workflow efficiency, and monitor progress toward task completion.

Project Status Reporting

The Project Manager will provide regular project status reports to the project team and stakeholders following a schedule developed during the project kickoff meeting. Project status reports include a Project Summary, Action Items, Work Completed, and a list of Issues and Risks. Project stakeholders will be provided access to Smartsheet's web portal to view project status in real time and review the most current project schedule, communications plan, risks, tasks, and project change log.

Project Invoicing

The Project Manager will deliver invoices to Levy County on a monthly, quarterly, or annual basis, or by project milestone, as agreed to during contracting. Invoicing will adhere to all applicable terms and conditions outlined in the project's Services Statement of Work and/or SaaS Agreement.

Project Management Tasks, Responsibilities, and Deliverables

Levy County Tasks and Responsibilities

- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

DATAMARK Deliverables

- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to Levy County

EXHIBIT C: COUNTY TERMS AND CONDITIONS

As recognized by Section 552.238-114 of GSA Contract No. 47QRAA21D008D, the following state and local terms and conditions are made a part of this Agreement for Services.

1 **Public Records.** As required by 119.0701, Florida Statutes, the following notice is given regarding the Contractor'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, Contractor shall:

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

(ii) Upon request from County's custodian of public records, provide the 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 Contractor under this Agreement if Contractor does not transfer the records to County; and

(iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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

2 **Sexual offender or predator.** If an owner, except a stockholder in publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that work on the project, by the offender or predator, is consistent with his/her probation requirements.

3. **Termination.** This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days advance written notice to Contractor, which notice specifies the cause of termination and allows the Contractor 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 Contractor's services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.

In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.

Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

4. **Standards and Corrections.** Contractor shall perform or furnish to County all services to a level of technical skill, ability, and diligence as required for professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance with this Agreement and with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing Contractor's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Contractor.

Contractor 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 Contractor or any subconsultant or subcontractor engaged by Contractor 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 statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor'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 section shall survive the termination of this Agreement.

5. **County Property.** All documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. **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:

County Manager

P.O. Box 310 (mailing)

310 School Street (physical)

Bronson, FL 32621

With a copy to: E-911 Director

9150 NE 80th Ave

Bronson, FL 32621

If to Contractor:

Leigh TeWinkle

Michael Baker International, Inc.

100 Airside Drive

Moon Township, PA 15108

7. **No Contingent Fees.** Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8. **Assignment and Subcontracting.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without prior written consent of County.

Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the approve or reject any subcontractor or subconsultant and to evaluate/inspect any subcontractors in order to determine the ability of the subcontractor or subconsultant. The County's approval of a subcontractor or subconsultant shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

9. **Indemnification and Waiver.** The Contractor agrees, to the fullest extent permitted by Section 725.06, Florida Statutes, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all liabilities, damages, losses and costs, including reasonable collection expenses, attorneys' fees, and court costs to the extent caused by the negligence (whether active or passive), recklessness, or intentional wrongful misconduct of the Contractor or its officers, agents or employees in performance (or non-performance) of its obligations under this Agreement. Contractor 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. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor 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.

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.

This Section shall survive termination of this Agreement.

10. Insurance. Before performing services, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits specified below. For those policies that are allowed by law to carry an additional named insured, Contractor 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 ITB/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 Contractor. Said insurance coverages procured by Contractor 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 are 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 Employer's Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 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 (SCL) of \$300,000 minimum.
- D. Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a

general aggregate limit it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operation aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent PCGs, product 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 a minimum of \$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.

11. 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, CONTRACTOR 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.

12. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and its employees, subcontractors and subconsultants. Under no circumstances shall Contractor, its employees, subcontractors or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Contractor, nor any of and its employees, subcontractors 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. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor'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.

13. 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.

14. Boycott Israel. 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 Contractor 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.

15. Public Entity Crimes. 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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, 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, Bids, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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."

16. Prohibition of Harassment and Discrimination. The Contractor 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 Contractor 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.
- Contractor 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. Contractor agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
- Contractor 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 Contractor to submit reports, and permit the County access to Contractor's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Contractor's compliance with laws that prohibit harassment and discrimination.

17. Audit. The County and/or its designee shall have the right at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after expiration or termination of this Agreement.

18. Taxes. Contractor agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this

Agreement. Contractor further agrees that it shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

19. **E-Verify.** Contractor agrees to comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees and will require the same of any of its subcontractors.

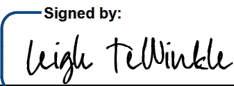
ARTICLE 18 – ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY

20. **Authorized Signatory.** The person signing this Agreement represents and warrants that he or she is duly authorized and to execute and deliver this Agreement on behalf of the Contractor. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Services Scope of Work as of the provided effective date: _____.

**MICHAEL BAKER INTERNATIONAL,
INC.**

**BOARD OF COUNTY
COMMISSIONERS, LEVY COUNTY,
FLORIDA**

Signed by:
Signature: 
Name: Leigh TeWinkle
Title: Vice President
Date: 9/26/2024

Signature: _____
Name: _____
Title: _____
Date: _____