

AGREEMENT FOR REQUEST FOR PROPOSALS - RFP_2025_002
SUWANNEE SOUND/CEDAR KEY OYSTER RESTORATION
Contract ID: 2025_002

This Agreement is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the "County") and **SWCA, Incorporated**, an Arizona Corporation, authorized to do business in the State of Florida (the "Consultant") on June, 30, 2025 (the "Effective Date".)

RECITALS:

WHEREAS, the County issued Request for Proposals No. 2025_002 for the services described in Article II below (the "RFP") in accordance with applicable procurement policies and procedures;

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

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

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The RFP consisting of 1-40 pages and the proposal submitted by Consultant dated April 10, 2025 (the "Proposal"), all of which are on file with the County, are made a part of this Agreement. In the event of any conflict (1) this Agreement; (2) the RFP; and (3) the Proposal.

ARTICLE 2 – SCOPE OF WORK

2.1 **Scope of Work – General Description:** Restore oyster reef habitat in three nearshore restoration "regions" - Suwannee Sound, Cedar Key, and Waccasassa Bay – in order to support ecosystem services and provide for the economic sustainability of fishery-related businesses in Levy County's coastal communities.

The primary restoration methods to be applied in each region include: 1) transplanting/re-seeding using live oysters from natural donor reefs; 2) depositing cultch material on degraded oyster reefs or historical oyster reef locations (recipient sites); and/or 3) re-populating restored oyster reefs with hatchery-reared seed where the natural reproductive potential is low.

The Consultant is expected to use a multi-level approach to restoration that includes partnerships with the agencies responsible for environmental and resource management in the project area.

The Work is generally estimated to be completed within 3 years, as follows: Year 1 - Preconstruction site surveys and planning. Apply for permits. Visit quarry. Stockpile rock. Determine employment qualifications for restoration specialists. Meet with CKOA, Levy County community, and agency partners. Complete training for restoration efforts via an on-land oyster reef mock-up. Year 2: Receive permits, final site inspections, begin restoration efforts. Year 3: Complete restoration and post-restoration monitoring of reefs completed in years 2 and year 3.

2.2 **Scope of Work – Details by Phase:**

Phase 1. Planning/Design.

1. Describe the current condition (pre-project assessments) of oyster resources and oyster reef habitat in the project regions; including oyster population assessments on specific project sites, mapping restoration sites, and photo-documentation.
2. Develop protocols for assessing oyster resources (including population and habitat) and apply these assessments to:
 - a. Identify damaged oyster reef habitat where rehabilitation activities will be performed; and
 - b. Assess success of subsequent restoration. This should include both extant oyster populations as well as structural habitat, which includes more than living oyster populations.
3. Conduct feasibility studies to determine restoration sites, potentially including donor and recipient reefs. Determine such factors such as accessibility, availability of nearby seed stocks, population parameters, extent of damage, and potential for success before selecting specific reefs for restoration. It should be noted that there is evidence to suggest that the greatest return on investment comes from restoring sufficient structural habitat (e.g., rock or other large and durable materials).
4. Determine the best methods for restoring oyster population and reef habitat based on biological, environmental, ecological and operational parameters that are specific to individual reefs. The proposed methods should accommodate procedures for adaptive management to identify when management changes should be triggered. Delivery of rocks and cultch and re-seeding activities will be performed at locations where natural oyster reproduction, growth and survival are limited. Degraded reefs will be re-seeded with juvenile stocks or rehabilitated by depositing material to:
 - a. Create reef infrastructure
 - b. Stimulate spat setting
 - c. Enhance ecological function
 - d. accelerate oyster recovery, as long-term solutions to current habitat degradation
5. Specify the amounts and types and locations of cultch material to deploy at each reef restoration location (plans and specifications to be prepared in a manner to directly guide implementation efforts).
6. Develop reef restoration plans and specifications for a phased approach if additional funding becomes available to contribute to oyster restoration in the area.
7. Conduct organizational meetings to plan the project and select project participants, including local workers to collect and transport seed oysters and rock materials, and workers who will assist in conducting restoration verification (ensuring materials delivered in the amounts and locations specified.)
8. Participate in public meetings, in association with the Cedar Key Oysterman Association, to provide information and details about the project.

Phase 2 – Permitting

9. Apply for and comply with Special Activity Licenses and other permits required to perform project activities.

Phase 3 – Construction

10. Perform the restoration activities in accordance with the plans developed in 1 – 8 above and the permits granted for the project.

Phase 4 – Monitoring/Reporting

11. Conduct pre-and post-project monitoring and data collection to provide critical information regarding site selection, restoration methodology, and ecological restoration success (per protocols described in 2 above).
12. Provide on-going oversight and adaptive management of the oyster restoration plan during actual implementation/restoration phase of the project.
13. Complete reports as required by regulatory and funding agencies.

ARTICLE 3 – CONSULTANT RESPONSIBILITIES

- 3.1 Consultant shall perform the Scope of Work in strict accordance with the provisions of this Agreement.
- 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. If Consultant is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.
- 3.3 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.
- 3.4 As required by 119.0701, Florida Statutes, the following notice is given regarding 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 of limitation, Consultant 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 Consultant under this Agreement if Consultant 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 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.

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

- 3.5 During the performance of this Agreement, which is funded by federal funds or reimbursable by federal funds, the Consultant, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:
- A. *Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms:* The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by the Agreement embrace the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women’s business enterprises are used when possible. Such affirmative steps shall at a minimum include:
1. Placing qualified small and minority businesses and women’s business enterprises on solicitations lists;
 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women’s business enterprises;
 5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
 7. As used herein, the term “minority and women business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
- B. *Equal Opportunity:* During the performance of this Agreement, the Consultant agrees as follows:
1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be providing by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
 4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Consultant shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may require the United States to enter into such litigation to protect the interests of the United States.
- C. *Drug Free Workplace Requirements:* All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102) which requires the Consultant to take certain actions to provide a drug-free workplace.
- D. *Davis-Bacon Act:* If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Consultant and its contractors are required to pay wages to laborers and

mechanics at a rate not less than the prevailing wage determination made by the Secretary of Labor. In addition, the Consultant and its contractors are required to pay wages no less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the County.

- E. *Copeland Anti Kick Back Act*: Consultant and its contractors shall comply with all the requirements of the Copeland Anti-Kick Back Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- F. *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)*: Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. *Debarment and Suspension (Executive Orders 12549 and 12689)*: A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transaction and subcontracts , which shall read as follows:
 - 1. Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statues, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 3736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)
- H. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)*: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

- I. *501(c)(4) Entities*: The Lobbying Disclosure Act of 1995, as amended (2 U.S.C § 1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors comply with this requirement.
- J. *Federal Changes*: Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time during the term of the contract. The failure of this Attachment to specifically reference a particular federal or state law regulation, policy or directive shall not excuse Consultant from compliance with same to the extent such law, regulation, policy, or directive is applicable to Consultant's performance of the project or services.
- K. *Safeguarding Personal Identifiable Information*: Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- L. *Right to Inventions Under Federal Grants*: If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- M. *Mandatory Disclosures (2 CFR 200.113)*: The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.
- N. *Domestic Preferences for Procurements (2 CFR 200.322)*:
 - 1. As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work under this award.
 - 2. For purposes of this section:
 - a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- O. *Trafficking Victims Protection Act (2 CFR Part 175)*: The Consultant shall include adhere to the following and shall include the following language in all subcontracts:
 - I) *Trafficking in Persons*.
 - a. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not –

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the awarding/subawarding agency may unilaterally terminate this award without penalty, if you or a Consultant that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -
 - A. Associated with performance under this award; or
 - B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - i. Associated with the performance under this award; or
 - ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
- c) Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 of b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

- d) **Definitions.** For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

- P. **No Obligation By Federal Government:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Consultant, or any other party pertaining to any matter resulting from this Agreement.
- Q. **Federal Agency Seals, Logos and Flags:** The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.
- R. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that are use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence of the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
- S. **Federal Non-Discrimination Provisions:** In performing under this Agreement, Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
 2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)

3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
 5. Revised ADA Standards for Accessible Design for Construction Awards
 - a) Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b) Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
 6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
 7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
 8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
 9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons with Limited English Proficiency"
 10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712
- T. *Environmental Compliance:* In performing under this Agreement, Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:
1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
 2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
 3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
 4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
 5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
 6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
 7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
 8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
 9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
 10. Executive Order 13112 ("Invasive Species")
 11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
 12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
 13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
 14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
 15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
 16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
 17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
 18. Rivers and Harbors Act (33 U.S.C. § 407)
 19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
 20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR § 200.323, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during 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 EPA guidelines.

U. *Incorporation of Provisions:* The Consultant shall include the provisions of this Section 3.5 in every subcontract, including procurements of materials 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 subcontractor or supplier as a result of such direction, the Consultant becomes involved in, or is threatened with, litigation with a subcontractor 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.

V. *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the provisions of this Section 3.5, 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.

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 the Consultant.
- 4.2 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 and professional judgement before relying on such materials.
- 4.3 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 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 Effective Date stated on Page 1 and shall continue for a period of four (4) years, subject to the County's right to terminate 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 Consultants 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 reasonable withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from Consultant is determined.

ARTICLE 6 – PAYMENT

- 6.1 Consultant agrees to provide the Scope of Work to the County for the sum not to exceed One Million Four Hundred Ninety Nine Thousand Nine Hundred and Thirty Seven dollars (\$1,499,937) for services actually performed by Consultant as set forth in the Price Proposal. In its Proposal, the Consultant estimated the cost for each Phase as set forth below. These estimated sums may be moved/shifted between the Phases provided the overall cost of the Work is completed for less than or equal to the Not to Exceed amount stated above.

Cost Estimate by Phase			
	Labor	Expenses	Total
Phase 1. Planning/Design	\$47,473	\$2,268	\$49,741
Phase 2. Permitting	\$34,380		\$34,380
Phase 3. Construction	\$760,720	\$601,181	\$1,361,901
Phase 4. Monitoring/Reporting	\$50,459	\$3,456	\$53,915
Project Total			\$1,499,937

- 6.2 Consultant shall submit all billings for payment for work performed to the County Department requesting the services. Billings shall be detailed as to nature of the work performed. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.
- 6.3 Consultant acknowledges that each billing must be reviewed and approved by the County. Should the County determine that the billing is not commensurate with the Work performed, accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.
- 6.4 This Work is funded by federal RESTORE Act Grant funds, as such, the Consultant, for itself, its subcontractors, and any assignees and successors in interest agrees it will cooperate and provide any information or

documentation that is required or requested by the funding agency and take any remedial action required by the funding agency.

6.5 County shall pay Consultant's invoices in accordance with the Florida Local Government Prompt Payment Act.

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 subcontractor or subcontractor(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 – COUNTY PROPERTY

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. If requested, Consultant shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Consultant or other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

ARTICLE 9 – NOTICES

If to County:
County Manager
P.O. Box 310
Bronson, FL 32621

If to Consultant:
David Crawley, Director
13 South Palafox Place
Pensacola, Florida 32502

ARTICLE 10 – 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 11 – NO ASSIGNMENT

- 11.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approve of County.
- 11.2 Except for local workers used by consultant as identified in the Scope of Work, Consultant shall not subcontract any other services or work to be provided to County without prior written approval of the County. The County reserves the right to accept the use of a subcontractor or subcontractor or to reject the selection of a particular

subcontractor or subcontractor and to inspect all facilities of any subcontractors in order to determine the capability of the subcontractor or subcontractor to perform properly under this Agreement. The County's acceptance of subcontractor or subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 12 – INDEMNIFICATION

- 12.1 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 Contractor 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.
- 12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other 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.
- 12.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 13 – 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, expiration dates, terms or policies and all endorsements, and shall include the RFP/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 \$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 (CGL) of \$500,000 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 \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. 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 14 – 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 15 – 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 16 – 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 in 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 17 – 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, subcontractors and subconsultants. Under no circumstances shall Consultant, its employees, subcontractors, or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of 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. 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 18 – 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.

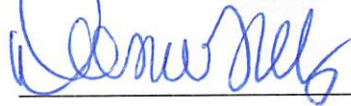
ARTICLE 19 – MISCELLANEOUS PROVISIONS

- 19.1 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 consultant for goods or services on 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.
- 19.2 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; 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, 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."
- 19.3 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 Contractor 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 the future procurement processes.
- 19.4 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 Agreement.

- 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 hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA



Desiree Mills, Chair

Date: 7/3/25

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



Matt Brooks, Clerk

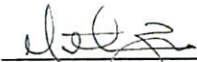
Approved as to form and legal sufficiency



Nicolle M. Shalley, County Attorney

Consultant

SWCA, Incorporated

By: 

Title: VP - Southeast

Date: 6/30/2025

ATTEST/WITNESS

 Denis Henry
Secretary of Corporation