

PART III – FORM OF CONTRACT

AGREEMENT FOR DEVELOPMENT DEPARTMENT OFFICE RENOVATIONS

CONTRACT ID: 2024-010

This Agreement (the “Agreement” or “Contract”) is entered into between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the “County”) and MCLAUHLIN & COMPANY (the “Contractor”) on May 7, 2024 (the “Effective Date”).

RECITALS:

WHEREAS, on March 11, 2024, County issued Invitation to Bid No. 2024_010 for services described in Article 2 below (the “ITB”) in accordance with applicable procurement policies and procedures;

WHEREAS, Contractor submitted a bid in response to the ITB 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 ITB consisting 723 pages, addenda dated April 17, 2024, April 18, 2024, and April 22, 2024 (the “Addenda”) and the bid submitted by Contractor dated April 25, 2024 (the “Bid”), all of which are on file in the County Procurement Department, are made a part of this Agreement. In addition, the AIA Document A201-2017 General Conditions of the Contract for Construction attached to this Agreement is incorporated herein. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) AIA Document A201-2017; (3) the Addenda; (4) the ITB; and (5) the Bid.

ARTICLE 2 – SCOPE OF SERVICES

2.1 The Project consists of renovating an existing building located at 320 Mongo Street, Bronson, FL 32621, owned by Levy County Government into offices for the Levy County Development Department.

2.2 The Project is defined by the Contract Documents and consists of the following:

2.2.1 Renovation of a 6,000 gross square foot office building. The work will include interior demolition, Interior buildout with non-load bearing metal studs with drywall, hollow metal doors and frames, wood doors, plastic laminate cabinets and interior finishes. The work will include electrical, mechanical and plumbing systems renovations.

2.2.2 All work shall be performed in accordance with the Part V – Contract Documents/Specifications.

ARTICLE 3 – CONTRACTOR’S RESPONSIBILITIES

3.1 Contractor shall perform the Scope of Services in strict accordance with the provisions of this Agreement.

3.2 Contractor agrees that, to the best of its ability, the key personnel identified in the Bid (if any) will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Bid, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.

3.3 Contractor shall obtain and maintain throughout the term of this Agreement, all licenses and permits required by law.

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

3.5 As required by 119.0701, Florida Statutes, the following notice is given 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

3.6 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.

3.7 The date of commencement of the Work shall be as negotiated between the County and the Contractor but shall not exceed fourteen (14) calendar days after the executed Agreement has been received by the Contractor, unless specifically authorized by the County due to unforeseen conditions. The official Notice to Proceed will be provided to the Contractor in writing by the County and shall state the Date of Commencement. Subject to adjustments of the Contract Time, the Contractor shall achieve Substantial Completion of the entire Work not later than 183 calendar days from the date of commencement of the Work. Substantial Completion shall be defined as indicated in Section 9.8 of the AIA A201-2017 General Conditions of the Contract. If the Work to be performed under this Agreement does not achieve Substantial Completion within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$1500.00 per calendar day.

3.8 The Contractor shall achieve Final Completion within fourteen (14) calendar days of the Date of Issuance of the AIA G704-2017 Certificate of Substantial Completion unless specifically authorized by the County due to unforeseen conditions. Terms of Final Completion shall be defined as indicated in Section 9.10 of the AIA A201-2017 General Conditions of the Contract.

3.9 Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

3.10 Warranty: The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work. In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, the County shall have the right, at its sole discretion to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to the Contractor under this Agreement.

3.11 Force Majeure: If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines,

war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure conditions has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

ARTICLE 4 – COUNTY’S RESPONSIBILITIES

4.1 County shall perform the responsibilities contained in this Article 4 in a timely manner so as not to delay the services of the Contractor.

4.2 County shall furnish to Contractor, upon request of Contractor 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, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

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

ARTICLE 5 – TERMINATION

5.1 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 time to cure. 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 record laws.

5.2 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.

5.3 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.

ARTICLE 6 – PAYMENT

6.1 Pay Requests – The Contractor shall submit to the County via the Architect an AIA G702 – Application and Certificate for Payment accompanied by an AIA G703 – Continuation Sheet or approved equivalent documents on a monthly basis. Payments authorized by the Architect, less five percent (5%) retainage, will be paid in accordance with the Local Government Prompt Payment Act, Section 218.70, F.S., et. seq.

6.2 Final Payment – Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within forty-five (45) days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this Agreement substantially performed. However, if there should remain Work to be completed, the Contractor and the Architect shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished Work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items along with the basis of said costs are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

6.3 Payments to Subcontractors – The Contractor shall promptly, but not later than ten (10) days after receipt of payment from the County, pay all amounts due to subcontractors less a retainage of five (5) percent. If there should remain items to be completed, the Contractor shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provide that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

6.4 Delayed Payment by County – If the County shall fail to pay the Contractor within (45) days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County stop the Project until payment of the amount owing has been received. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and progress of the Project shall not be interrupted. Both Parties agree that best efforts will be made to resolve the disputed amount.

6.5 Payment for Materials and Equipment – Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

6.6 Notice of Commencement not Required – The Parties acknowledge and agree that the County, as a government owner of real property, is not subject to the Construction Lien Law of Chapter 713, Florida Statutes. Accordingly, the County is not required to sign and record the Notice of Commencement as referenced therein. Instead, as found by Florida Courts, the protections afforded to materialmen and laborers under Chapter 713, Florida Statutes, relating to privately owned property, are adequately provided by either the Contractor’s execution and recording of a payment and performance bond as required by Section 255.05, Florida Statutes, relating to publicly owned property or by the requirement of a retainage amount, as the case may be.

6.7 Prompt Payment Information Requirements and Notices:

- A. The County Project Manager is:
 - Name:
 - Street Address:
 - City, State, Zip Code:
 - Telephone:
 - Email:

- B. The Contractor’s Project Manager is:
 - Name:
 - Street Address:
 - City, State, Zip Code:
 - Telephone:
 - Email:

- C. Notices to the Contractor are to be submitted to:
 - Name:
 - Street Address:
 - City, State, Zip Code:
 - Telephone:
 - Email:

- D. Payment requests are to be submitted to:
 - Name:
 - Street Address:
 - City, State, Zip Code:
 - Telephone:
 - Email:

- E. Proper form for payment request for this Agreement is:
 - Name:
 - Street Address:
 - City, State, Zip Code:
 - Telephone:
 - Email:

- F. The development of a list of items to be completed or correct upon Substantial Completion shall be in accordance with AIA A201 Substantial Completion requirements included in the project specifications.
- G. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.
- H. Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered.

ARTICLE 7 – STANDARDS AND CORRECTIONS

7.1 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, statues, 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.

7.2 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 statues 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.

ARTICLE 8 – COUNTY PROPERTY

All documents, data, studies, reports, and other work prepared by Contractor (if applicable) shall become property of the 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 deliver the documents to the County within fifteen (15) calendar days.

ARTICLE 9 – NO CONTINGENT FEES

Contractor certifies that is 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.

ARTICLE 10 – NO ASSIGNMENT

10.1 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.

10.2 Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the right to 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 Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 11 – PAYMENT AND PERFORMANCE BOND

11.1 A combination Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution.

11.2 Payment and Performance Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Bronson, Levy County, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We _____, as Principal and _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 2024 between Principal and Owner for construction of _____, the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety’s obligation under this bond.

DATED on this _____ day of _____, 2024.

Name of Principal: _____

By:

As Attorney-In-Fact: _____

Name of Surety: _____

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

ARTICLE 12 – INDEMNIFICATION

12.1 The Contractor agrees, to the fullest extent permitted by Section 725.06, Florida Statutes, to defend, indemnify and hold harmless County and its officers and employees from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees 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.

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 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.

12.3 This Article shall survive termination of this Agreement.

ARTICLE 13 – INSURANCE

Prior to entering into an agreement with the County, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits specified in the ITB – General Instructions to Bidders, Terms and Conditions, or to the extent and in such amounts as required by Florida Law.

ARTICLE 14 – 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 15 – 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.

ARTICLE 16 – 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 or principal. Neither Contractor, nor any of and its employees, subcontractors and subconsultants, shall be entitled to any benefits afforded to County 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.

ARTICLE 17 – 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 18 – MISCELLANEOUS PROVISIONS

18.1 Pursuant to Section 287.135, Florida Statutes, contracting for goods or services 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) is prohibited 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, is listed on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, is listed on the scrutinized active business operations in Iran list, or is/has been engaged in business operations in Cuba or Syria.

18.2 As required by Section 287.133(3)(a), Florida Statutes; "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 26 months following the date of being placed on the convicted vendor list."

18.3 If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its Bid, 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 future procurement processes.

18.4 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.

18.5 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.

18.6 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 uses 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.

18.7 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 19 – ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY

This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought. If any term or condition of this Agreement is deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. 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 the terms and provisions hereof. 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 the Contractor and enforceable in accordance with its terms.

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

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

Danny Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

Contractor

By: _____

Title: _____

ATTEST/WITNESS
