

ATTACHMENT E
DRAFT AGREEMENT FOR MICCOSUKEE SIGNAGE AND PAVEMENT MARKING SERVICES

THIS AGREEMENT for the Miccosukee Signage and Pavement Marking Services Project ("Agreement"), is made and entered into by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, (the "County") and _____, a Florida Corporation,(the "Contractor").

RECITALS

WHEREAS, the County has agreed to administer in the Miccosukee Road Safety Project, located on County Road 0347 (Miccosukee Road) from south of CR 0348 McCracken Road to CR 151 Moccasin Gap Road, Tallahassee, Florida; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Leon County, Florida, that the County be able to utilize services in the private sector when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive solicitations.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the County services related to signage and pavement markings related to Miccosukee Road Safety Project (hereinafter "Project") in accordance with: 1) Exhibit A, Miccosukee Road Signage and Pavement Marking Invitation to Bid, Bid # BC-11-07-13-06, which is attached hereto and incorporated herein, to the extent that it is not inconsistent with this Agreement; and 2) Exhibit B, Contractor's bid submission, which is attached hereto and incorporated herein, to the extent that it is not inconsistent with this Agreement.

Any work to be performed shall be upon the written request of the County Administrator or his designee, i.e. Notice to Proceed, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

2. OTHER CONTRACT REQUIREMENTS

The Contractor shall comply with all other contract requirements set forth in Local Agency Program / Federal-Aid Contract Requirements for CR0347 Miccosukee Signing and Pavement Marking Project, located in Exhibit A.

3. ORDER OF PRECEDENCE

Provisions in the following documents shall be considered to take precedence and prevail over one another, when said provisions are in conflict, in the following order:

- A. Agreement
- B. Exhibit A, Invitation to Bid #BC-11-07-13-06
- C. Exhibit B, Contractor's Bid Submission

4. TIME AND LIQUIDATED DAMAGES

The work to be performed under this Agreement shall be commenced within 15 days of the Notice to Proceed. All work related to the Project, as further described in Section 1 above, to be performed under this Agreement shall be completed within thirty (30) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Agreement as described in Section 1 above is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be 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, in an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2010 Edition.

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

5. TERM AND PROJECT SCHEDULE

A. TERM

The "Effective Date" is the date that this Agreement is fully executed by Contractor and the County. This Agreement shall commence on the Effective Date and, except as otherwise provided herein or as may be required to give effect to provisions hereof, shall terminate when the Project is complete, the County has notified Contractor of its final acceptance of the Project and all performance required hereunder is complete.

B. PROJECT SCHEDULE

1. Initial Project Schedule

Prior to execution of this Agreement, the Contractor shall submit a Project Schedule to the Project Manager. This schedule indicates in detail all of the tasks and related subtasks (including but not limited to the plans and specifications, equipment delivery, installation, testing, construction, etc.) to be performed by Contractor under this Agreement, the dates said tasks and subtasks shall be completed, and a final completion date for the Project. In no event, and notwithstanding any other provision of this Agreement, shall the date of Final Acceptance occur more than thirty (30) consecutive days after the issuance of the Notice to Proceed.

2. Updated Project Schedule

The Project Schedule shall be updated and submitted to the Project Manager by Contractor with each request for payment. The updated Project Schedule shall include the actual and projected completion dates of each of the tasks and subtasks identified in the Project Schedule.

3. Contractor Schedule Obligations

Contractor shall complete, in a timely manner, each of the tasks and subtasks identified in the Project Schedule. Contractor will order and arrange for delivery of equipment and materials in accordance with the Project Schedule or in such manner, as may be approved by the County, so as to provide for the orderly progress of work under this Agreement while, at the same time, insuring that no equipment or material is delivered to the Project site until that site is properly prepared for such delivery.

6. PAYMENTS

The County shall make such payments upon submission and approval of an invoice for services in accordance with the Florida Prompt Payment Act.

7. PAYMENT INFORMATION REQUIREMENTS

A. The Project Manager for the County is:

Name: TBD
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

B. The Contractor's Representative in charge of the Project is:

Name: TBD
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Notices to the Contractor are to be submitted to:

Name: TBD
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:

Name: TBD
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

E. Proper form for a payment request for this contract is the Contractor's Application for Payment, EJCDC document No. C620 (2007 Edition).

F. Payment Dispute Resolution

1. In the event a dispute occurs between a contractor/vendor, herein referred to as vendor, and the County concerning payment of a payment request for construction work or an invoice for goods and/or services, the vendor should first attempt to resolve the issue with the Project Manager. If the dispute cannot be resolved between the vendor and the Project Manager within two business days of the dispute first being raised, the vendor may file a formal payment dispute. Formal payment dispute resolution shall be finally determined by the County, under this procedure in accordance with Florida Statute (FS) 218.76.
2. Definitions. These definitions are specific to this agreement.
 - a. "Project Manager" is the Leon County employee responsible for managing the contract and approving payment requests and invoices related to the payment dispute.
 - b. "Contract Manager" is the Leon County employee within the County Purchasing Division responsible for

monitoring contracts. The Contract Manager serves as Chair of the Payment Dispute Resolution Committee.

3. Filing a Dispute. Any vendor shall file with the Contract Manager in the County Purchasing Division a formal notice of payment dispute in writing within two (2) business days of the dispute first being raised.
 - a. The notice of payment dispute shall contain at a minimum: the name of the vendor; the vendor's address and phone number; the name of the vendor's representative to whom notices may be sent; the contract number associated with the payment dispute; and, a brief factual summary of the basis of the dispute.
 - b. Waiver. Failure to timely file a written payment dispute shall constitute a waiver of proceedings under this section.
 - c. Upon timely receipt of a formal payment dispute, the Contract Manager shall provide the vendor with acknowledgement of receipt, will notify the Payment Dispute Resolution Committee, and will coordinate with all parties to establish the date and time for a Payment Dispute Resolution Proceeding.
4. General Provisions
 - a. Time Limits. Proceedings to resolve the dispute shall be commenced not later than 45 calendar days after the date on which the payment request or proper invoice (as specified in the contract document) was received by the County and shall be concluded by final decision of the County not later than 60 calendar days after the date on which the payment request or proper invoice was received by the County.
 - b. Protest. Dispute resolution procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding, which prohibits a court from deciding de novo any action arising out of the dispute.
 - c. Interest. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 calendar days after the County's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.
 - d. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
5. Payment Dispute Resolution Proceeding Process
 - a. All formal payment disputes shall be presented to the Payment Dispute Resolution Committee. The committee shall be comprised of the Contract Manager, Purchasing Director, and appropriate Division Director for the County or their designees.
 - b. Within three (3) business days of timely receipt of a formal notice of payment dispute, the Contract Manager shall schedule a proceeding before the Payment Dispute Resolution Committee to include all substantially affected persons or businesses, including the vendor and County project manager. Non-appearance by the vendor shall constitute a forfeiture of proceedings with prejudice.
 - c. At or prior to the dispute proceeding, the vendor and project manager, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the payment dispute.
 - d. In the proceeding, the vendor and project manager, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Payment Dispute Resolution Committee. The members of the Payment Dispute Resolution Committee may make whatever inquiries they deem pertinent to a determination of the dispute.
 - 1) The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Payment Dispute Resolution Committee shall base their decision on competent, substantial evidence. The proceeding shall be de novo. Any

prior determinations by administrative officials shall not be final or conclusive.

- 2) Within three business days of the conclusion of the proceeding, the Payment Dispute Resolution Committee shall render a decision. The Payment Dispute Resolution Committee decision shall be reduced to writing and provided to the vendor and the County project manager. The decision of the Payment Dispute Resolution Committee shall be final and conclusive for all disputes valued less than \$100,000.
 - 3) For those disputes valued above \$100,000, the Payment Dispute Resolution Committee shall file a Recommended Agency Order for approval by the County Administrator or his designee.
- G. Monthly Statements and Retainage - The Contractor shall submit to the County a monthly cost statement, along with all other reports provided for under this Agreement, showing in detail all monies paid out, costs accumulated, or costs incurred on account of the Project during the previous period and included in the Contractor's fees due. Ten percent (10%) retainage shall be held on all payments until the Project reaches Substantial Completion. At Substantial Completion, the County may approve a reduction of the retainage from ten percent (10%) to five percent (5%) at the County's sole discretion.
- H. Final Payment – Final payment constituting the unpaid balance for all services rendered under this Agreement constituting the Contractor's fee, shall be due and payable after the County has accepted the Project, provided the Project be then finally and satisfactorily completed, and that this Agreement has been finally and fully performed. However, should there remain work to be completed, the Contractor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to two hundred percent (200%) of the estimated costs of completing the unfinished work and a proportionate share of the Contractor's retainage, provided that said unfinished work items are listed separately and the estimated costs of completing any unfinished items are likewise listed separately. Thereafter, the County shall pay to the Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

8. PERMITS

The Contractor shall obtain and pay for all necessary permits as required by law.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

10. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11. PERFORMANCE AND PAYMENT BOND

At the time of execution of this Agreement, Contractor shall deliver to the County a Performance and Payment bond, to secure the faithful performance by Contractor of all the terms, covenants, and conditions of this Agreement and the prompt payment, by Contractor, of amounts due all persons supplying labor, services, equipment, or material used in the prosecution of the work to be performed under this Agreement and any and all duly authorized modifications thereof. Such bond shall meet all requirements of applicable law and shall be issued by a surety acceptable to the County, in the form approved by the County, and in an amount equal to one hundred (100%) percent of the estimated project cost, without any deduction therefrom.

Failure to provide the required Bond(s) within the aforementioned time frame may result in a termination of this Agreement.

Performance and Payment and Material 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 Tallahassee, Florida.

The Bond required herein shall be in substantially the following form:

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to Leon County, Florida 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 _____, between Principal and Owner for construction of _____, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; 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 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 Agreement; and
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the contract, 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 contract or the changes does not affect Surety's obligation under this bond.

In the event of non-performance on the part of the Contractor this Performance / Payment and Material Bond can be presented for honor and acceptance at _____ (address) _____ which is located in Tallahassee, Florida.

DATED on this the _____ day of _____, 20____.

(Name of Principal)
By: _____
(As Attorney-In-Fact)

(Name of Surety)

Payment bond 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 limitations provisions in Section 255.05, Florida Statutes. The surety shall be rated as B+ or better by Best's key guide latest edition.

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, a reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of Ten (\$10.00) Dollars of the amount paid to the Contractor constitutes sufficient consideration for the contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion of the Project or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

The Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

15. WARRANTIES

The Contractor shall provide a minimum one-year warranty on the materials and workmanship for the work performed under this contract. The warranty shall commence upon completion of construction and issuance of Final Acceptance by the County.

16. CHANGE ORDERS

The County, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, and the construction completion date contained in the Project Schedule, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the County before the change is implemented.

A. Change Order Definition - A Change Order is a written order to the Contractor signed by the County issued after the execution of this Agreement, authorizing a Change in the Project, the Contractor's fee, or the construction completion date contained in the Project Schedule.

B. Minor Changes In The PROJECT

The Project Manager will have authority to order minor changes in the Project or an extension of the construction completion date set forth in the Project Schedule and not inconsistent with the intent of the drawings and specifications. Such changes shall be effected by written order.

17. TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under Section 215.471(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by the County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
 - (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and
 - (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
- 1. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
- 2. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

21. DEBARMENT

- A. The Contractor shall certify to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding the Effective Date hereof been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this section; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. If the Contractor is unable to certify to any of the statements in this section, such contractor shall provide an explanation to the Project Manager.

C. The Contractor agrees that no subcontract will be issued for this Project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. LOBBYING

In accordance with 49 CFR 20 the Contractor hereby certifies that funds will not be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

24. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of the County.

25. ASSIGNMENT

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

26. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

27. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

28. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

29. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

WHEREFORE, the parties have set their hands and seals effective the date whereupon the last party executes this Agreement ("Effective Date")

THE REMAINDER OF THIS PAGE IS BLANK.

DRAFT

CONTRACTOR

WITNESS: _____
BY: _____

BY: _____
President, _____

WITNESS: _____
DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

LEON COUNTY, FLORIDA

BY: _____
Nicholas Maddox, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

DRAFT