

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **M. J. Stavola Farms, Inc., dba M. J. Stavola Industries**, located at 2600 NW 77 Street, Ocala, FL 32617, possessing FEIN# 59-1292774 (hereinafter referred to as "SUPPLIER") under seal for the Limerock Supplier, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on January 19, 2021 shall be effective February 1, 2021.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #21Q-042 - Limerock Supplier, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

Section 4 – Term. This Work (defined herein) shall commence upon effective date of Agreement, and will conclude upon the Project's final completion, January 31, 2022 (the "Term"). All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. SUPPLIER shall complete the Work for Project 21Q-042, more fully set forth on EXHIBIT A hereto, "Scope of Work", as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. COUNTY shall make payment to SUPPLIER under COUNTY's established procedure, upon receipt of materials as described in this Agreement and according to EXHIBIT B, Pricing Sheet, hereto ("the Agreement Price"). There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until materials are received by COUNTY in acceptable condition.

Section 7 – Assignment. SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

B. SUPPLIER shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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 and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 13 – Insurance. As applicable, during the Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** shall be provided by SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** shall be purchased and maintained by SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. A "**subrogation waiver endorsement**" is required.

- **General Liability** shall be maintained by SUPPLIER for the duration of the Project with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is written on a claims-made basis, SUPPLIER must maintain the policy a minimum of 5 years following completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Agreement unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) SUPPLIER certifies and assures COUNTY that SUPPLIER is currently in full compliance with Section 448.095, F.S. This certification and assurance is a material term on which COUNTY relies in entering this Agreement.
- b) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- c) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.09(1), F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- g) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for a least one (1) year after the date of termination.
- h) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER's employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER's work or at the SUPPLIER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs,

physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A**, Scope of Work and **EXHIBIT B**, Pricing Sheet.

Section 25 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 26 – Scrutinized Companies. Scrutinized Companies Lists: If the Agreement exceeds \$1,000,000.00 in total, not including renewal years, the SUPPLIER certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the SUPPLIER agrees COUNTY may immediately terminate the Agreement for cause if the SUPPLIER is found to have submitted a false certification, or if the SUPPLIER is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

Section 27 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER: M.J. Stavola Farms, Inc.
2600 NW 77 Street, Ocala, FL 32617
CONTACT PERSON: Christine Hertz | Phone: 352-629-9715

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses:

sales@stavolaind.com and chris@stavolaind.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

G. C. Harrell
GREGORY C. HARRELL,
CLERK OF COURT

1/19/2021
DATE

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Matthew G. Minter
for: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Stephanie Goodwin
SIGNATURE
Stephanie Goodwin
PRINTED NAME

WITNESS:

Megan Folsom
SIGNATURE
Megan Folsom
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

Jeff Gold
JEFF GOLD
CHAIRMAN

January 19, 2021
DATE

BCC APPROVED: January 19, 2021
21Q-042| Limerock Supplier

M.J. Stavola Farms, Inc.

Christine Hertz
BY: CHRISTINE HERTZ DATE
Christine Hertz
PRINTED:
Office Manager - Administrative Assistant
ITS: (TITLE)

RFQ 21Q-042
Limerock Supplier

PART 1 - SCOPE OF WORK

Background

Marion County Office of the County Engineer intends to select as many applicable qualified providers of limerock within the boundaries of Marion County, FL to provide material to maintain productive functionality.

This contract will be utilized by Marion County on an as-needed basis. The County reserves the right to enter into contracts with firms for some or all of the materials for limerock base and materials for limerock stabilized base. Contracts will be based on the successful demonstration of location, availability of product, cost, and the ability to meet the requirements listed in this document. Upon execution of contract with the awarded vendors, the county will submit purchase orders as needed based on the pricing presented herein (subject to additional negotiations).

General Requirements

- The initial contract term will be one (1) year; pending mutual agreement. It may be extended up to four (4) additional one (1) year periods based on vendor acceptance, satisfactory performance, and contract renewal is in the County's best interest.
- After the initial one (1) year contract, Marion County may consider price adjustment for renewal with justification.
- Quantities listed are estimates and may be increased or decreased based on need.
- Materials are to be purchased on an as needed basis.
- The County shall not be required to purchase any minimum or maximum quantities during the contract term.
- Proposals shall include submission for each plant, mine or staging site's address, hours of operations, and any advance notice recommendation for orders.

Specifications

Limerock material for limerock base and limerock stabilized base shall conform to the latest edition of the FDOT Standard Specifications for Road and Bridge Construction, Section 911 – Base and Stabilized Base Materials. Proposals shall include a current FDOT certification for proposed materials, and will be required to submit current certifications annually in order to renew contracts.

Delivery Requirements

- County will specify at time of order the type and quantity of materials being requested.
- Mine/pit/staging area locations must not exceed ten (10) driving miles from the county's boundary.
- The County may select any approved contracted mine/pit/staging area based on its current jobsite, or on best price.
- Materials being requested will be picked up at seller's point of origin (plant or mine site).
- Materials shall be weighed on a scale which has been currently verified for accuracy by the Florida Department of Agricultural and Consumer Service.
- Delivery/pickup tickets shall be machine printed with the gross weight, tare weight and net weight in pounds of the material being purchased. Each delivery/pickup ticket must be numbered with the preprinted numbers identifying the material type being purchased and have the current date stamped thereon.
- All delivery/pickup tickets must have a signature and employee number from the County personnel at time of delivery.

Pricing Requirements

- Materials being purchased shall be FOB seller's point of origin (plant or mine site).
- Payments will be based on tonnage received by County personnel. Under limited conditions, when cubic yard units are used at a plant or mine site, the material volume will be multiplied by 1.2 tons/cubic yard and then priced accordingly prior to invoicing.
- Pricing must be included on the pricing sheet included in this RFQ. Submitted pricing should be based on current rates for the purpose of reviewing. Proposed pricing and subsequent contract award is subject to additional negotiation; lowest price does not guarantee award of the contract.

EXHIBIT B

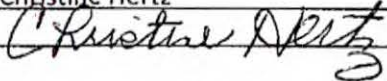
21P-042 Limerock Supplier Pricing Sheet

Material Type	Total Annual Estimated Quantity (in Tons)	Plant/Mine/Staging Area Site Address	Hours of Operation	Advance Notice Requested (in hours)	Picked Up Per TON Unit Cost
Material for Limerock Base	\$200,000*	2600 NW 77th Street, Ocala Florida	M-F 6 am-4 pm except holidays	24 hrs M-F	\$ 7.50
					\$
					\$
					\$
Material for Limerock Stabilized Base	\$100,000*	2600 NW 77th Street, Ocala, Florida	M-F 6 am-4 pm except holiday	1 week 168 hrs	\$ 10.00
					\$
					\$
					\$

*Quantities are annual estimates and is not a guaranteed min/max

FIRM NAME: M J Stavola Farms Inc dba/M J Stavola Industries

SUBMITTER NAME: Christine Hertz

SIGNATURE/DATE: 

This document must be completed and returned with your Submittal