

## AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Signature Sod Farm, LLC**, located at 16135 SE 36th Ave, Summerfield, FL 34491, possessing FEIN# 88-0899365 (hereinafter referred to as “CONTRACTOR”) under seal for the Water Main Crew Line- Sod Restoration, (hereinafter referred to as the “Project”), and COUNTY and CONTRACTOR hereby agreeing as follows:

### WITNESSETH:

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

**Section 1 – The Contract.** The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on March 19, 2024 shall be effective on the last signature date set forth below.

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

**Marion County #24B-118 - Water Main Crew Line- Sod Restoration, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.**

Should any conflict arise between the Contract Documents and this Agreement, the terms of this Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and CONTRACTOR 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 persons or entities other than COUNTY and CONTRACTOR.

**Section 4 – Term.** The contract shall be effective upon Board approval, for an initial term of one (1) year, ending March 31, 2025 (the “Term”), with one (1) annual renewal option available upon mutual agreement. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of CONTRACTOR. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

**Section 5 – Scope of Services.** CONTRACTOR shall complete the scope of services for the Water Main Crew Line- Sod Restoration, per the Contract Documents, Exhibit A – Scope of Work, and within the Term.

**Section 6 - Compensation.** COUNTY shall make payment to CONTRACTOR under COUNTY’s established procedure and per the Fee Schedule below. There shall be no provisions for pricing adjustments during the Term.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	
			BAHIA	St Augustine
1.01	Sod - Pallet (400 SF) - Picked-Up	Pallet	\$125.00	
1.02	Sod - Pallet (400 SF) - 4 Pallets Minimum - Delivered (\$85 Fee)	Pallet	\$585.00	
1.03	Sod - Pallet (500 SF) - Picked-Up	Pallet		\$ 265.00
1.04	Sod - Pallet (500 SF) - 4 Pallets Minimum - Delivered (\$85 Fee)	Pallet		\$ 1,145.00
1.05	Sod - Rolls - Installed - \$500 Minimum (158 SY)	SY	\$ 3.15	
1.06	Sod - Rolls - Installed - \$500 Minimum (80 SY)	SY		\$ 6.25
1.07	Seed & Mulch - Installed - \$500 Minimum (1111 SY)	SY	\$ 0.45	

**Section 7 – 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 8 – Assignment.** CONTRACTOR may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 9 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 10 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 11 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 12 – Public Records Compliance**

**A. IF CONTRACTOR 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 25<sup>th</sup> Ave, Ocala, FL 34471**

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

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

**B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by

COUNTY to perform the Work. 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 the completion of this Agreement, CONTRACTOR 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 CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This Section shall survive the termination of this Agreement.

**Section 13 – Indemnification.** CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by this Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

**Section 14 – Insurance.** As applicable, during the period of 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. CONTRACTOR 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-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable State and Federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- CONTRACTOR, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 15 – Independent Contractor.** In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

**Section 16 – Default/Termination.** In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR 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 CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR 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 CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR 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's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

**Section 17 – Damage to Property.** CONTRACTOR 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, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 18 – Governing Law, Law, Venue, Waiver of Jury Trial, and 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's fees. This Section shall survive the termination of this Agreement.

**Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to a CONTRACTOR 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 20 – E-Verify, pursuant to Section 448.095, F.S.** 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 CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR 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, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR 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 CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR 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 CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h) CONTRACTOR 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) CONTRACTOR 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 21 – Force Majeure.** Neither CONTRACTOR 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 22 – 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 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.**

**A. Certification.**

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
  - c. Been engaged in business operations in Cuba or Syria; or
  - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
  - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
  1. Was entered into or renewed on or after July 1, 2018, and
  2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 24 – Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

**Section 25 – On-Going Compliance.** The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 26 – CONTRACTOR Conduct:** These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR 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 CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR 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.

- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

**Section 27 – 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 28 – Notices.** Except as otherwise provided herein, all written communication between the Parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the Party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Signature Sod Farm, LLC  
16135 SE 36th Ave, Summerfield, FL 34491  
CONTACT PERSON: William Jones | 352-307-3668

COUNTY: Marion County Utilities  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> 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@marionfl.org](mailto:procurement@marionfl.org). If CONTRACTOR 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, CONTRACTOR may designate up to two (2) e-mail addresses: [signaturesod@gmail.com](mailto:signaturesod@gmail.com) and [bobbi.signaturesod@gmail.com](mailto:bobbi.signaturesod@gmail.com). Designation signifies CONTRACTOR'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.H. 3/19/2024  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA  
Michelle Stone 3/19/2024  
MICHELLE STONE, DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: March 19, 2024  
24B-118 | Water Main Crew Line- Sod Restoration

For: Matthew G. Minter 3/4/24  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

\*\*\*\*\*

WITNESS:

Roberta Eining  
SIGNATURE  
Roberta Eining  
PRINTED NAME

SIGNATURE/SOD FARM, LLC

W. H. Stone 4-2-24  
BY: W. H. Stone DATE  
PRINTED: Man  
ITS: (TITLE)

WITNESS:

Howard J. Knapp  
SIGNATURE  
HOWARD J. KNAPP  
PRINTED NAME

## **SCOPE OF WORK EXHIBIT A**

### **1.1. DESCRIPTION**

- 1.1.1. Projects assigned under this contract will be located within and throughout Marion County, Florida, however; the majority of recent installations (2018-2023) has been in, and is expected to continue within Marion Oaks and Silver Springs Shores subdivision which lack available water mains to serve new development. The intent of this contract is to enable MCU to utilize a qualified sod contractor with established pricing for tasks which MCU is not equipped to conduct. Each project will vary in size, length, complexity, and location, but typically consists of the proper sod restoration of FDOT or Marion County Right-of-Way as a result of the installation of water main piping. The quantities utilized within the Fee Schedule are an estimate based on previous and expected future work, and not a guaranteed minimum or maximum quantity.
- 1.1.2. The contract shall be for one (1) year term with the option to renew for one (1) additional one (1) year term pending mutual agreement.
- 1.1.3. Services provided by Contractor shall consist of material and labor for specific sod restoration services necessary as a part of a potable water mains installation.
- 1.1.4. Contractor shall perform 100% of the work assigned under the contract; subcontracting of this work IS NOT PERMITTED under any circumstance.
- 1.1.5. Pricing shall be honored for the period of the contract term(s) described above.
- 1.1.6. MCU's project representatives will be identified at the time of commencement.
- 1.1.7. For all projects under this contract, MCU will provide all necessary plans, specifications, and FDOT and Marion County Right-of-Way permitting. Any other permits required for the Work will be obtained by, and reimbursed to the Contractor.
- 1.1.8. Contractor shall submit a copy of its required and active license(s) with its proposal. All local codes and State of Florida Code(s) shall apply. All work must be done by experienced trades.

### **1.2. CONTRACTOR RESPONSIBILITIES**

- 1.2.1. Every Contractor crew must have at least one (1) employee on site that can effectively communicate in English with County staff or with the public.
- 1.2.2. Contractor will coordinate work so that there is minimal to no interruption to daily work at any location.
- 1.2.3. Contractor is responsible for any damage to County or personal property due to negligence.
- 1.2.4. Contractor is required to participate in performance and project report meetings as deemed necessary by the MCU.

### **1.3. REQUIREMENTS**

- 1.3.1. Contractor shall furnish labor in full accordance with all applicable rules and regulations using Federal, State, and County Standards as guidelines:
  - 1.3.1.1. State and Federal laws
  - 1.3.1.2. Marion County Land Development Code (MCLDC)

1.3.1.3. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (current edition)

1.3.2. Contractor's operations shall not interrupt the daily operations of any County site. Work vehicles will be operated safely while on County property and follow all FDOT and OSHA safety standard rules as applicable.

1.3.3. Contractor shall be responsible for the investigation of the site conditions before beginning work at each project.

1.3.4. Contractor shall assure conditions on the work site reflect good housekeeping and safety practices at all times. Contractor shall be responsible for all trash and debris disposal from the work site.

#### **1.4. ASSIGNMENT OF WORK**

1.4.1. Project requests shall be dispatched by MCU by means of a telephone call or email, and a project number will be issued. This project number must be referenced on all correspondence, including invoicing. Once Contractor receives the project number, Contractor shall confirm its bid cost and schedule with MCU for the project. The cost for the work shall be based upon the contracted Fee Schedule.

#### **1.5. RESPONSE TIME**

1.5.1. Contractor shall respond, verbally and by text/email, to each request within 24 hours of notification and provide a written estimate of the project within three to five business days. Once the cost estimate and work schedule are approved by MCU, Contractor shall be provided a Notice to Proceed by e-mail. Contractor shall immediately notify MCU representative or designee prior to any deviations to the estimate and/or scope. Upon completion of the work at a project location, Contractor shall notify MCU immediately that all required work for the project has been completed and is ready for final inspection. Each individual project shall be considered complete upon final acceptance by MCU.

1.5.2. Failure to meet the required response times will be considered a breach of contract and may result in termination of the contract.

#### **1.6. COST ESTIMATE AND WORK SCHEDULE**

1.6.1. The written cost estimate for each project shall follow the Fee Schedule format as exemplified below:

- Project Number
- Project Description
- Itemized Quantities
- Itemized Amounts (per Fee Schedule)
- Total Amount

1.6.2. The work schedule shall provide an estimated start date, and the estimated number of days the project will take to complete.

#### **1.7. HOURS OF WORK / INVOICING**

1.7.1. Regular work hours are defined as 7:30 AM to 4:30 PM, Monday through Friday. Regular work hours do not include Saturday, Sunday, or designated Marion County holidays.

1.7.2. Contractor's invoices shall include an invoice summation page by Fee Schedule line item with the daily documentation by Fee Schedule line item to support the total invoice summation page.

- Project Number
- Project Description

- Itemized Quantities
- Itemized Amounts (per Fee Schedule)
- Total Amount

## **1.8. WARRANTY**

- 1.8.1. All workmanship and the sod provided by Contractor shall be fully warranted for a period of not less than thirty (30) days from final completion.

## **1.9. PERMITS**

- 1.9.1. When Contractor is required to obtain permits, it shall be reimbursed for the cost of the permit fee only; no markup shall be allowed. Contractor's invoices for permits must include supporting documentation, showing direct permit cost paid by Contractor.

## **1.10. LABOR**

- 1.10.1. Work provided during normal business hours shall be paid at the unit price provided on the Fee Schedule. Work provided after hours and on holidays will be reimbursed at one and one half (1 1/2) times the hourly labor rate submitted by Contractor and shall be billed according to actual time worked. Work provided after hours and on holidays may only be performed with prior written approval of MCU.

## **1.11. MAINTENANCE OF TRAFFIC**

- 1.11.1. Contractor is responsible for holding and maintaining an Intermediate Maintenance of Traffic (MOT) Certificate and will be responsible for maintaining proper maintenance of traffic throughout the completion of a project. All MOT must comply with FDOT's Design Standards, Index 600.
- 1.11.2. MOT costs shall be reimbursed to Contractor at cost. Contractor's invoices for MOT must include supporting documentation, clearly showing the cost paid by Contractor. This item shall only be performed with written approval of MCU.

## **1.12. EQUIPMENT**

- 1.12.1. All trip charges, mileage, vehicle charges, and travel time are to be included in the hourly rate on the Fee Schedule.
- 1.12.2. Equipment sitting idle on the job site shall not be considered billable. Only equipment actively participating in the work efforts shall be considered for billing purposes per the Fee Schedule.

## **1.13. SUBCONTRACTORS**

- 1.13.1. Contractor to perform 100% of the task assigned under this contract. Assignment of this contract or any Work to a subcontractor is strictly prohibited.

## **1.14. STANDARD AND SAFETY EQUIPMENT**

- 1.14.1. At its expense, Contractor shall comply with all applicable OSHA, ADA, and FDOT regulations.

## **1.15. TAXES AND FEES**

- 1.15.1. Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. Contractor is responsible for reviewing all pertinent State statutes involving sales tax and complying with all requirements.

## 1.16. MEASUREMENT AND PAYMENT

### 1.16.1. SOD - BID ITEM NO. 1.01 THROUGH 1.03

- A. Description: The Contractor shall furnish and place sod as shown in the plans to restore all disturbed areas in the right-of-way.
- B. Measurement: The quantity of Sod, in square feet/yards, to be measured for payment under this Item will be measured over the centerline of the pipeline.
- C. Payment: Payment for Sod will be made at the unit price per fee schedule for actual sod installed, and accepted by the Engineer.
- If sod type required is other than Bahia and St Augustine, pricing will be negotiated prior to starting the project.
  - Sod specifically included under other Items will not be measured.

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