

## 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 D&S Steel, Inc., located at 19450 SW 5<sup>th</sup> Place, Dunnellon, FL 34431, possessing FEIN# 46-4473608 (hereinafter referred to as "CONTRACTOR") under seal for the Metal Fabrication and Repair Services for Solid Waste, (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 May 17, 2022 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 #21B-192 - Metal Fabrication and Repair Services for Solid Waste, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Certificate of Insurance, and Notice to Proceed.**

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

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project and the 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 Work (defined herein) shall commence upon the last signature date set forth below and shall continue through September 30, 2024, with an option of two (2), annual renewals, pending mutual agreement (the "Term"). 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 of this 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.** As per specifications and requirements of project Metal Fabrication and Repair Services for Solid Waste, the CONTRACTOR shall complete the scope of services for the Metal Fabrication and Repair Services for Solid Waste, per the Contract Documents, Exhibit A – Scope of Work, hereto, and within the Term.

**Section 6 - Compensation.** COUNTY shall make payment to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in the Schedule of Values, Exhibit B hereto (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term.

**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 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.**

**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 the 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 the 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.



**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. FIRM 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.
- The Contractor/Vendor, 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.
- The 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 \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor 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.

**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.**

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the 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 the Agreement.

1. 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.
2. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees:
  - a) CONTRACTOR certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
  - b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, 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) When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
  - d) CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
  - e) CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
  - f) If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
  - g) If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a 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 Section.
  - i) Any such termination under this Section is not a breach of the 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 the Agreement and COUNTY may treat a failure to comply as a material breach of the 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 and severe floods.

**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 the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the 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 the Agreement.

**Section 25 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the 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.
- **Fraternalization:** 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: D&S Steel, Inc.  
19450 SW 5<sup>th</sup> Pl.  
Dunnellon, FL 34431  
CONTACT PERSON: Justin Stancil |

COUNTY: Marion County Solid Waste  
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. 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: dssteel.jstancil@gmail.com and . 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:

  
GREGORY C. HARRELL, DATE 5/17/2022  
MARION COUNTY CLERK OF COURT

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

  
CARL ZALAK III  
CHAIRMAN


5/17/22  
DATE

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

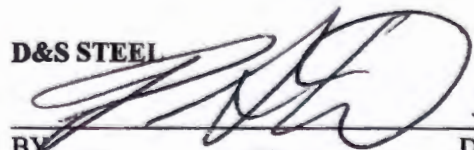
BCC APPROVED: May 17, 2022  
21B-192 | Metal Fabrication and Repair Services for

  
MATTHEW G. MINTER, DATE 5/17/2022  
MARION COUNTY ATTORNEY


WITNESS:

  
SIGNATURE  
Justin Becker  
PRINTED NAME

D&S STEEL

  
BY: JUSTIN STANCIL DATE 5/3/22  
PRINTED: PRESIDENT  
ITS: (TITLE)

WITNESS:

  
SIGNATURE  
WALTER E STANKIL JR  
PRINTED NAME

**21B-192 METAL FABRICATION AND REPAIR SERVICES FOR SOLID WASTE  
EXHIBIT A - SCOPE OF WORK**

- The services shall be performed on-site at the Marion County Baseline Landfill, 5601 SE 66<sup>th</sup> Street, Ocala, FL 34480, and remote sites including the eighteen (18) recycling centers. Services will be performed on-call as necessary; work will be performed at an hourly rate during normal operating hours of Monday – Saturday, 7:00 AM to 5:00 PM, as scheduled by the Solid Waste Department.
- The minimum call-out for service(s) is two (2) hours.
- Travel and transportation costs are included in the cost per hour. Hourly labor rates being with Contractor's arrival at the site and end when Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval. Contractor to provide minimum charge for required call out.
- Contractor shall respond to regular service calls by scheduling work to occur within forty-eight (48) hours and shall have adequate staff to complete the work requested by the department in a timely manner.
- Contractor shall have the ability to respond to emergency service calls with a two (2) hour on-site response time. Specifically, contractor shall respond with a call back within one (1) hour and shall be on-site within one (1) additional hour.
- Emergency service calls shall be defined as a condition affecting the welfare of county employees or the public which cannot await regular scheduling and is at the discretion of the County staff determination of "emergency".
- Contractor to provide all transportation of portable equipment; welders, torches, gas tanks, general welding supplies, and welding safety equipment necessary to perform repairs on County owned metal solid waste roll-off boxes, garbage compactor units, compactor boxes, trucks, trailers, or other equipment as mutually determined by the Solid Waste Department and contractor as feasible for welding repair.
- Contractor shall be responsible for 100% of the work. Subcontracting **will not** be permitted for any portion of the fabrication and/or repairs.
- Marion County will be responsible to provide specific repair materials for the job (i.e., metal, rollers, handles, replacement parts, etc.). The County will only pay for materials that have been authorized and used.
- Prior to the start of work, the Contractor must provide a cost estimate and list of materials needed for the work to be completed.
- Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County's locations.
- Contractor shall remove and dispose of all extra material and debris from the work site. The premises must be left clean at all times.
- Contractor shall be responsible for restoration and/or replacement of any property damage due to neglect or misuse of equipment. All damaged landscaping, equipment, etc., shall be restored to original or superior



condition.

- Contractor shall have a minimum of 10 years' experience in the following tasks:
  - Mig, Tig, and Arc welding of steel and aluminum.
  - Metal fabrication.
  - General metal repairs.
- Examples of repairs that may be required:
  - Repair and replacement of door latches on 20 and 40 cubic yard waste containers.
  - Repair and replacement of damaged sheet metal on the walls of the 20 and 40 cubic yard waste containers.
  - Repair and replacement of waste containers doors.
  - Repair and replacement of side rails on waste container.
  - Repair and replacement of roller wheels on waste containers.
  - Repair and replacement of sheet metal on waste compactor units.
  - Repair and replacement of hinges, doors, and sheet metal on dump trailers.
  - Miscellaneous metal fabrication projects as requested by the department.
- The contractor shall guarantee all workmanship and parts furnished and installed under this contract against defect for one (1) year.



**21B-192 METAL FABRICATION AND REPAIR SERVICES FOR SOLID WASTE  
EXHIBIT B – SCHEDULE OF VALUES**

| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>COST PER HOUR</b> |
|-------------|---|----------------------|
| <b>1</b>    | Normal Operating Hours: Monday – Saturday, 7AM to 5PM         | <b>\$140.00</b>      |
| <b>2</b>    | Outside normal operating hours, emergency call-out and Sunday | <b>\$170.00</b>      |