

## 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 **Turtle Infrastructure Partners, LLC**, located at 1875 12th Street SE, Largo, FL 33771, possessing FEIN# 84-2663349 (hereinafter referred to as “FIRM”) under seal for the Guardrail Installation, Maintenance, and Repair, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

### WITNESSETH:

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

**Section 1 – 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 Bid #23B-009 - Guardrail Installation, Maintenance, and Repair, 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 the Agreement, the terms of the Agreement shall govern.

**Section 2 – 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. 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 3 – Term.** This Agreement shall commence upon Board Approval through November 30, 2023. With mutual agreement and Board approval, this Agreement may be extended for up to two (2) additional one (1) year terms. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) 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) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

**Section 4 – Scope of Work.** CONTRACTOR shall complete the Work for Project 23B-009, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

**Section 5 – Compensation.** COUNTY shall make payment according to the Fee Schedule (the “Agreement Price”), Exhibit B hereto, to CONTRACTOR under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. CONTRACTOR agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition without a separate or additional convenience fee, surcharge, or any part of any contemporaneous finance charge in connection with the Transaction.

**Section 6 – Assignment.** CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 7 – 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 Work provided under this Agreement.

**Section 8 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 9 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. CONTRACTOR 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 10 – Public Records Compliance

### A. IF FIRM 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, FIRM 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 the Agreement.

**Section 11 – Indemnification.** CONTRACTOR 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 for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other 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 the Agreement.

**Section 12 – 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.

- The FIRM, 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 FIRM does not own vehicles, the FIRM 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 13 – 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 14 – 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 FIRM 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 or other public entity obligations under this Agreement. COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

**Section 15 – 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 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to 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 17 – 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 18 – 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.

Beginning January 1, 2021, 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 Contract, 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.
- a) 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.
- b) 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.
- c) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) 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.
- e) 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.
- f) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public Agreement for at least one (1) year after the date of termination.
- g) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) 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.
- j) 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 Contract.

**Section 19 – 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, pandemics and epidemics.

**Section 20 – 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 21 – 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.

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 22 – 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 23 – 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. This section shall survive the termination of the Agreement.

**Section 24 – 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, FIRM 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 FIRM 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 25 – 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. This section shall survive the termination of the Agreement.

**Section 26 – 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 27 – 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 – Fee Schedule.**

**Section 28 – 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. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Turtle Infrastructure Partners, LLC  
1875 12th Street SE, Largo, FL 33771  
CONTACT PERSON: Greg Cecil | Phone: 352-544-5723

COUNTY: Marion County Office of the County Engineer  
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: g.c@tip-fl.com and v.tamburrino@tip-fl.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:**

  
\_\_\_\_\_  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

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

  
\_\_\_\_\_  
CRAIG CURRY DATE  
CHAIRMAN

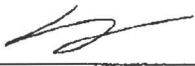
**FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM**

**BCC APPROVED:** December 6, 2022  
23B-009 | Guardrail Installation, Maintenance, and Repair

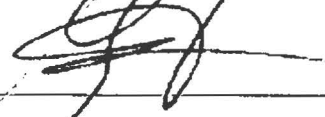
**AND LEGAL SUFFICIENCY**

 12/9/2022  
FOI: \_\_\_\_\_ DATE  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

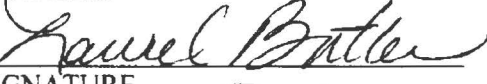
**WITNESS:  
LLC**

  
\_\_\_\_\_  
SIGNATURE  
Vicki Tamburrino  
\_\_\_\_\_  
PRINTED NAME

**TURTLE INFRASTRUCTURE PARTNERS,**

 12/6/2022  
BY \_\_\_\_\_ DATE  
Greg Cecil  
\_\_\_\_\_  
PRINTED: President  
\_\_\_\_\_  
ITS: (TITLE)

**WITNESS:**

  
\_\_\_\_\_  
SIGNATURE  
Laurel Butler  
\_\_\_\_\_  
PRINTED NAME

# EXHIBIT A - SCOPE OF WORK

## 23B-009

### Guardrail Installation, Maintenance, and Repair

#### 1. General

**1.1 Purpose.** The purpose of this contract is to repair and replace damaged or obsolete guardrail and to install new guardrail at previously unprotected sites on existing Marion County roads. Most of the work performed under this contract will be of a non-emergency nature allowing for advanced planning. Emergency work may also be required to repair or install guardrail in the event a crash or other unforeseen problem causes a hazard that requires guardrail protection.

**1.2 Contract Timeframe.** This contract will be in effect for one (1) year beginning December, 2022 and may be extended for two (2) additional, one (1) year periods upon written mutual agreement of both parties and approval of the Marion County Board of County Commissioners.

Should the contract be extended, the County may approve a cost increase or require a cost decrease equal to the increase/decrease in the Federal Consumer Price Index (CPI) over the 12-month period prior to the extension.

**1.3 Purchase Orders.** Each specific project will be issued via Purchase Order. The Purchase Order will include the Notice To Proceed (NTP) date as well as the Project Length. This specification provides the requirements to furnish, install, and repair guardrail as specified by Marion County (hereinafter "County").

#### 1.4 Purchase Order Timeframes.

**1.4.1 Emergency Repairs.** When the County deems a guardrail needs immediate repair, the Contractor will respond by visiting the site and providing the cost and timeframe estimate within 48 hours of the issuance of the request. In addition, the Contractor must begin on site work within 48 hours of the issuance of the Purchase Order and complete within 5 working days. Mobilization costs will be included in the contract unit price of item Emergency Mobilization. No invoices will be processed and/or paid until project site(s) have been inspected and approved/accepted by the County.

**1.4.2 Non-Emergency Repairs and Installations.** When the County deems a guardrail does not need immediate repair, the Contractor will respond by visiting the site and providing the cost and timeframe estimate within 5 working days of the issuance of the request and will begin on-site work within 15 working days after issuance of the Purchase Order. Work at each site will be completed within 5 working days of work commencement, unless the installation of more than 1,000 feet of guardrail is required, subgrade preparation is required, or an asphalt pad is required – in which case the time limit will be extended by an approved construction schedule agreed upon at the preconstruction meeting. Generally, it is expected to extend 1 day for every 200 feet of guardrail. No separate payment will be made for mobilization on non-emergency repairs or installations. No invoices will be processed and/or paid until project site(s) have been inspected and approved/accepted by the County.

**1.5 Specifications and Standards.** Unless otherwise specified, all traffic safety devices described by this specification shall meet all requirements in the latest edition of the Florida DOT Standard Plans for Road Construction (hereinafter called "Standard Plans")



<https://www.fdot.gov/design/standardplans/current/default.shtm>

and the latest edition of Florida DOT Standard Specifications for Road and Bridge Construction (hereinafter called "Standard Specifications")

<https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm>

All supports and fasteners (including steel trailing end-anchorage rods) will be galvanized per ASTM A153.

Contractor must comply with all Marion County, OSHA, and Department of Environmental Protection safety, environmental, permitting, and other regulations.

**2. Scope of Work.** The Contractor shall furnish all labor, equipment, and material to provide a fully functional guardrail system.

**2.1 Purchase Order.** Changes from the authorized work described in the Purchase Order each site must be approved in advance by the County before the contractor performs the work. Final payment will be based on actual authorized work performed.

**2.1.1 New Installations.** For each new installation Purchase Order, the County will prepare a plan that will designate the site(s) and the scope of work to be accomplished at each location and will authorize the Contractor to proceed in accordance with the County construction drawings. This scope will describe the type of work required, design and layout of the guardrail installation, and estimated quantities of each pay item. The Contractor is responsible for guardrail installation layout on the site.

**2.1.2 Repairs.** For each repair Purchase Order, the County will designate the site, the Contractor will visit the site to assess the damage and/or condition and submit a proposal listing materials, costs and timeframes to complete the work. The proposal will separate repair items into ones that can be reset and ones that must be replaced. The County will review, verify, and approve the Contractor's proposal and issue a Purchase Order. Salvageable guardrail material remains the property of the County and the Contractor is required to reuse the material whenever possible.

**2.2 Temporary Traffic Control (Maintenance of Traffic).** The Contractor is responsible for the Temporary Traffic Control (TTC) in accordance with the most current Florida Department of Transportation (FDOT) Standard Plans. These requirements are to be considered as minimum and the Contractor's compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and the Contractor's employees throughout the work area. **For work requiring TTC, the Contractor shall have at least one person on site responsible for TTC. This person must possess (at a minimum) a FDOT Temporary Traffic Control Intermediate Level training certificate and have such certificate available for inspection on the job site. Temporary Traffic Control compensation will be included in the contract unit prices. No separate payment will be made for Temporary Traffic Control.**

**2.3 Utilities.** The Contractor is required to make the Sunshine State One Call (800 432-4770) to flag any underground utilities. The Contractor is also responsible for contacting the owners of any overhead utilities that could pose unsafe working conditions. In addition, the Contractor is responsible for coordinating the relocation of any utility conflicts.

**2.4 Clearing/Grubbing.** The Contractor is responsible for the guardrail site preparation. However the County will remove any trees with diameters greater than three (3) inches as necessary.

- 2.5 Site Restoration.** The Contractor is responsible for the general restoration of all disturbed areas to include placed embankment by sodding and/or seeding.
- 2.6 Regalvanization.** The County will allow spot regalvanization of salvageable materials, on a limited basis, at its discretion. The regalvanization process will be considered as incidental to the contract.
- 2.7 Cleanup.** The Contractor will remove all debris, including original guardrail materials, from the right-of-way at the end of each workday. The Contractor will haul off and dispose of all unsalvageable material. All costs for removing, transporting, unloading, and disposing of material will be included in the contract unit price of item Removal of Guardrail Assembly. Site cleanup will not be paid for separately but will be considered incidental to the work being performed.
- 2.8 Damage.** All items damaged as a result of the Contractor's operations (such as mail boxes, drainage structures, items of landscaping, fences, etc.) will be either repaired or replaced by the Contractor, at the Contractor's expense, in a manner prescribed by the County's Representative, prior to any payment for that site.
- 2.7 Value Engineering.** The County will accept Value Engineering proposals for this contract submitted in accordance with Section 4-3.9 of the Standard Specifications.
- 2.8 Schedules.** The Contractor shall submit a Schedule of Work to be performed prior to the start of any project. If the project requires more than one week to complete, the Contractor shall submit an updated schedule every week until the project is completed.

### **3. New Guardrail Installation.**

- 3.1 Guardrail Type.** Guardrail to be installed pursuant to this contract is in accordance with Standard Plans and Standard Specifications unless otherwise specified on the County construction drawings.
- 3.2 Permissible Post and Off-Set Combinations.** Permissible post and offset block combinations are as provided in the latest edition of the Standard Plans.
- 3.3 Guardrail Reflectors.** Guardrails shall have acrylic plastic reflectors mounted on the rail post. The reflector color shall conform to the color of the near lane edge line. The mounting of the reflector shall be in accordance with latest edition of the Standard Plans or as called for on the County construction drawings.

#### **3.4 Posts**

- 3.4.1 General.** The County construction drawings shall designate the type of post to be used. The posts shall be timber or steel (at the County's discretion) and shall be of the type, sizes and dimensions shown on the County construction drawings. In most cases, steel posts will be required for new installations and complete replacements. The particular type selected shall conform to the latest editions of the Standard Plans and Standard Specifications.
- 3.4.2 Special Steel Posts.** Used in areas of construction where guardrail systems in the presence of culverts, pier footings or other structures preclude normal post installation and shall be applied in accordance with the latest edition of the Standard Plans.

**3.4.3 Setting Posts.** The posts shall be set vertically to the depth required and shall be accurately lined and relined in accordance with latest edition of the Standard Plans as necessary. Where the posts are not set in concrete structures, the postholes shall be backfilled with suitable material, which shall be thoroughly tamped. As an alternate method, the Contractor may use a post-driving machine meeting the approval of the County and capable of driving the posts without damaging.

**3.5 Anchor Blocks.** Anchor blocks shall be of Class I concrete and shall be constructed and placed in accordance with the requirements shown on the County construction drawings as directed by the County.

**3.6 Offset Blocks.** Guardrail offset blocks shall be in accordance with the latest editions of the Standard Plans and Standard Specifications of the sizes and type called for on the construction drawings. Offset blocks shall be Recycled Plastic conforming to the latest edition of the Standard Plans.

**3.7 End Anchorage Assemblies.** Guardrail end anchorage assemblies shall be the type called for in the County construction drawings or as directed by the County and be in accordance with the latest edition of the Standard Plans.

**3.8 Bridge Anchorage Assemblies.** Guardrail bridge anchorage assemblies shall be in accordance with the latest edition of the Standard Plans or otherwise called for by the County construction drawings.

**3.9 Miscellaneous Paving.** Guardrail paving will be in accordance with latest FDOT Standard Specifications and latest FDOT Standard Plans. The County requires all guardrail paving to be a minimum three (3) feet wide and a minimum two (2) inches thick. This item includes the removal of vegetation and proof rolling.

**3.10 Silt Fence.** Furnish, install, maintain and remove temporary silt fences, in accordance with the manufacturer's directions, the details as shown on the construction drawings and latest edition of the Standard Plans. It must be in place prior to the start of any construction.

**3.11 Rework and Stabilize Shoulders.** The shoulder of the road extending outward a minimum distance of 4 foot from the edge of pavement shall be stabilized to an LBR 40 at 95% compaction per AASHTO T180 when called for in the County construction drawings. Compacted thickness of stabilized shoulder shall not be less than six inches. This work is only a separate pay item when embankment is placed.

**3.12 Embankment.** Embankments are to be constructed as shown on the construction drawings and the latest edition FDOT Standard Specifications.

**3.13 Vertical Face Retrofit.** Vertical Face Retrofits shall be the type called for in the County construction drawings or as directed by the County and be in accordance with the latest edition of the Standard Plans.

### **3.14 Method of Measurement.**

**3.14.1 Guardrail Assembly.** Payment shall be made for the plan quantity, in feet, constructed, in place and accepted. Unless specified separately guardrail assemblies will include posts, special posts, panels, blocks, hardware, reflectors and incidental items. The plan length of a run of guardrail will be determined as a multiple of the nominal panel lengths plus the nominal lengths of terminal sections, unless payment for the terminal sections are included in the end anchorage or bridge anchorage assemblies.

**3.14.2 End Anchorage Assemblies.** The quantity to be paid for will be the number of each type as designated, constructed, in place and accepted.

**3.14.3 Special Guardrail Posts.** If specified separately, the quantity to be paid for will be the number of each, constructed, in place and accepted. The designation "Special Guardrail Posts" will include only such posts as require special fabrication, for installation at locations where the normal setting would conflict with concrete structures, such as approach slabs, culvert slabs, footings, inlets, etc. Special posts, however, will not include posts for double-face median guardrail, regardless of whether they are embedded in or attached to concrete.

**3.14.4 Bridge Anchorage Assemblies.** The quantity to be paid for will be the number of each, constructed, in place and accepted.

**3.14.5 Guardrail Anchorage (Concrete Barrier Wall).** The quantity to be paid for will be the number of each, constructed, in place and accepted.

**3.14.6 Special Length Guardrail Posts.** If specified separately, the quantity to be paid for will be the number of each (including concrete encasement where required), in place and accepted.

**3.14.7 Hand Dig Posts.** The quantity to be paid for will be the number of each where underground conflicts cannot be resolved.

**3.14.8 Removal of Existing Guardrail Assemblies.** The quantity to be paid for will be the length, in feet, measured prior to removal.

**3.14.9 Special Steel Guardrail Posts with Accessories.** If specified separately, the quantity to be paid for will be the number of each, constructed, in place and accepted.

**3.14.10 Rework and Stabilize Shoulders.** The quantity to be paid for will be the area, in square yards, measured in place when embankment is placed. This work is only a pay item when embankment is placed.

**3.14.11 Silt Fence.** The quantity to be paid for will be the length, in feet, used.

**3.14.12 Embankment.** The quantity to be paid for will be the volume, in cubic yards, measured in place.

**3.14.13 Vertical Face Retrofit.** The quantity to be paid for will be the plan quantity, in feet, constructed, in place and accepted.

**3.14.14 Miscellaneous Paving.** The quantity to be paid for will be the area, in square yards, measured in place and include the removal of vegetation and proof rolling.

### **3.15 Basis of Payment.**

**3.15.1 Guardrail Assembly.** Price and payment will be full compensation for all work specified under this Section, including the furnishing and installing of the acrylic plastic reflectors and all other materials as specified. Payment will be made under the items as follows:

- a. Where the Contractor furnishes all materials for the guardrail, and the Engineer does not require shop-bent rails, payment will be made under the basic item of Guardrail Assembly.

b. Where the radius of the guardrail installation is such as to require shop bending of the guardrail panels, payment will be made under the item of Guardrail Assembly (Shop-bent Panels).

All component parts of the complete guardrail installation will be included in the price per foot for the above items except for the separate payments to be made under the special items listed below.

**3.15.2 End Anchorage Assemblies.** Price and payment will include all components, materials, and labor to install as specified on the plans and the Standard Plans for Road Construction.

**3.15.3 Special Guardrail Posts.** If specified separately, price and payment will include all costs for furnishing and installing the special posts that are over and above the costs for the normal posts, which are replaced by such special posts.

**3.15.4 Bridge Anchorage Assemblies.** When the plans provide for direct payment for Bridge Anchorage Assemblies, price and payment will include furnishing and installing the special End Shoes, Wood Blocks or Retrofit Wing Posts, Concrete Anchor Posts and necessary hardware. When the plans do not provide for direct payment for Bridge Anchorage Assemblies, the Contractor shall include the cost for the assemblies in the Contract price per foot for the guardrail.

**3.15.5 Guardrail Anchorage (Concrete Barrier Wall).** Price and payment will include installing connections to concrete barrier walls, as shown on the latest edition of the Standard Plans for Road Construction.

**3.15.6 Special Length Guardrail Posts.** If specified separately, price and payment will include all costs for furnishing and installing the special posts, to include concrete encasement where required, that are over and above the costs for the normal posts, which are replaced by such special posts.

**3.15.7 Hand Dig Posts.** Price and payment will include all cost for hand digging, placing, backfilling, and compacting per post

**3.15.8 Removal of Existing Guardrail Assemblies.** Price and payment will be full compensation for all work specified in this Section, including all labor and equipment required for removal and disposition of the existing guardrail, as specified in the plans. No additional payment will be made for the removal of the back rail on double face guardrail, thrie beam guardrail, nested rail, safety pipe rail, rub rail or end anchorages, if encountered during removal.

**3.15.9 Special Steel Guardrail Posts with Accessories.** If specified separately, price and payment will include all components specified on the plans and the Standard Plans for Road Construction.

**3.15.10 Vertical Face Retrofit.** Price and payment will include all components specified on the construction drawings and the latest edition of the Standard Plans for Road Construction.

#### **4. Repair Guardrail.**

**4.1 Description.** The work specified in this Section consists of the removal and disposal of existing damaged guardrail material and/or the resetting of salvaged guardrail along with necessary new materials. Unless otherwise authorized by the County Engineer the replacement of parts or

materials shall be replaced with like materials. The guardrail shall be repaired or reset at their existing locations in accordance with the latest edition of the Standard Plans for guardrail construction or as directed by the County.

**4.2 Materials.** The Contractor shall use caution in removing existing guardrail so as to prevent damage to materials to be reused.

1. The Contractor shall furnish new materials as required to complete the guardrail repair.
2. All offset blocks, and hardware on repaired sections of guardrail shall be new.
3. Steel post with no damage may be reset with prior approval from County Engineer; timber posts in damaged sections will be replaced.
4. Only the use of new reflectors where replacement or resetting is required and authorized.

**4.3 Construction Methods.**

1. Set posts in accordance with the requirements of Section 536-3 of the Standard Specifications.
2. Erect guardrail panels, anchors, and hardware in accordance with the Standard Plans for guardrail construction or as modified by the County construction drawings if provided.
3. Replace any salvageable materials damaged by operations at no expense to the County
4. Use a consistent type of post and rail throughout a run of guardrail.
5. Handrail is to be constructed in accordance with the latest edition of the Standard Plans.

**4.4 Method of Measurement.**

**4.4.1 Replace Panels.** The quantity to be paid for will be the length, in feet, removed and replaced measured in place.

**4.4.2 Reset Existing Guardrail.** The quantity to be paid for will be the length, in feet reset, measured in place.

**4.4.3 Reset Steel Posts.** The quantity to be paid for will be the number of each reset.

**4.4.4 Replace Posts.** The quantity to be paid for will be the number of each replaced.

**4.4.5 Replace Special Guardrail Posts.** The quantity to be paid for will be the number of each replaced.

**4.4.6 Replace Special Steel Guardrail Posts with Accessories.** The quantity to be paid for will be the number of each replaced.

**4.4.7 Replace Special Length Guardrail Posts.** The quantity to be paid for will be the number of each replaced.

**4.4.8 Replace End Anchorage Assemblies.** The quantity to be paid for will be the number of each replaced.

**4.4.9 Replace Incidentals.** This item (offset blocks, reflectors, brackets, fasteners, etc) is normally incidental to another item and will not be paid for if part of another item being replaced. In the event only the incidental item is replaced, this item should be used. The quantity to be paid for will be the number of each replaced when only the incidental item is replaced.

**4.4.10 Removal of Existing Guardrail Assemblies.** The quantity to be paid for will be the length, in feet, measured prior to removal. Removal will include all items making up a guardrail assembly.

**4.4.11 Replace Bridge Anchorage Assemblies.** The quantity to be paid for will be the number of each replaced.

**4.4.12 Replace Guardrail Anchorage (Concrete Barrier Wall).** The quantity to be paid for will be the number of each replaced.

**4.4.13 Emergency Mobilization.** The quantity to be paid for will be the number of emergency mobilizations performed.

**4.4.14 Replace Posts (Steel in Concrete).** The quantity to be paid for will be the number of each replaced.

**4.4.15 Replace Ends.** The quantity to be paid for will be the number of each replaced.

**4.4.16 Cold Patch for Posts.** The quantity to be paid for will be the number of patches placed.

**4.4.17 Replace Handrail.** The quantity to be paid for will be the length, in feet, of each replaced.

**4.4.18 Maintenance of Guardrail.** This item pays for the general maintenance (including bolt tightening, block straightening, etc) of guardrail sections not addressed in the other line items above. The quantity to be paid for will be the length, in feet, of guardrail affected.

**4.4.19 Replace Pipe Rail.** The quantity to be paid for will be the length, in feet, of each replaced.

**4.4.20 Asphalt Pad Repair.** The quantity to be paid for will be the area, in square yards, of damaged asphalt pad to be removed and replaced.

#### **4.5 Basis of Payment.**

**4.5.1 Replace Panels.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing guardrail panels and replacement with new panels. This item does not include the End Anchorage Assemblies.

**4.5.2 Reset Existing Guardrail.** Prices and payments for resetting guardrail will be full compensation for all work specified in this Section, including furnishing all required new hardware.

**4.5.3 Reset Steel Posts.** Prices and payments for resetting steel posts will be full compensation for all work specified in this Section, including furnishing all required new hardware.

**4.5.4 Replace Posts.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.

- 4.5.5 Replace Special Guardrail Posts.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.
- 4.5.6 Replace Special Steel Guardrail Posts with Accessories.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts.
- 4.5.7 Replace Special Length Guardrail Posts.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, backfilling and compacting existing holes, and replacement with new posts to include concrete encasement where needed.
- 4.5.8 Replace End Anchorage Assemblies.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing assemblies in areas provided by the Contractor and replacement with new assemblies. Length of new End Anchorage Assemblies will be determined by the manufacturer's specifications.
- 4.5.9 Replace Incidentals.** When the proposal includes a separate item of payment for this item (normally included as an incidental on another item), price and payment will include all labor, materials, and equipment required for removal, disposal, and replacement of the incidental.
- 4.5.10 Removal of Existing Guardrail Assemblies.** Price and payment will include all labor and equipment required for removal and disposition of the existing guardrail, as specified in the plans. No additional payment will be made for the removal of the back rail on double face guardrail, thrie beam guardrail, nested rail, safety pipe rail, rub rail or end anchorages.
- 4.5.11 Replace Bridge Anchorage Assemblies.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing assemblies in areas provided by the Contractor and replacement with new assemblies.
- 4.5.12 Replace Guardrail Anchorage (Concrete Barrier Wall).** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing anchorages in areas provided by the Contractor and replacement with new anchorages.
- 4.5.13 Emergency Mobilization.** When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for the item of Emergency Mobilization.
- 4.5.14 Replace Posts (Steel in Concrete).** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing posts in areas provided by the Contractor, replacement with new posts, and replacement of existing concrete.
- 4.5.15 Replace Ends.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing ends and replacement with new ends.
- 4.5.16 Cold Patch for Posts.** The quantity to be paid for will be the number of patches placed.



**4.5.17 Replace Handrail.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing handrails and replacement with new handrails.

**4.5.18 Maintenance of Guardrail.** The quantity to be paid for will be the length, in feet, of guardrail adjusted.

**4.5.19 Replace Pipe Rail.** Price and payment will include all labor, materials, and equipment required for removal and disposal of existing pipe rails and replacement with new pipe rails.

**4.5.20 Asphalt Pad Repair.** Price and payment will include all labor, materials, and equipment required for removal and disposal of damaged asphalt pads and replacement with new HMA asphalt pads.

## **5. Compensation.**

Payment will be made to the Contractor by the County for furnishing all labor, materials, equipment and incidentals necessary to perform the work as specified. All miscellaneous hardware and accessories, such as fasteners and brackets shall be considered incidental to the other items in the Award. Emergency Mobilization will be compensated as a separate item only for repairs specified by the County as emergency. Non-emergency mobilization, traffic control, site preparation, and cleanup and proper disposal of debris will not be measured separately for payment but will be considered incidental to the items of work to which they apply. If accepted, the Contractor will be given a notice to proceed for each Purchase Order to complete the work in accordance with all other sections of this specification.

**Exhibit B - Fee Schedule**  
**23B-009 ~ Guardrail Installation, Maintenance, and Repair**

<b>New Guardrail Installation</b>					
<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>UNIT</b>	<b>TOTAL</b>
339-1	Misc Paving for Standard Guardrail Sections	1000	SY	\$ 22.00	\$ 22,000.00
536-1-1	Guardrail Assemblies (W-Beam)*	1000	LF	\$ 38.00	\$ 38,000.00
536-1-2	Guardrail Assemblies (Thrie Beam)*	300	LF	\$ 38.00	\$ 11,400.00
536-2-1	Guardrail Assemblies (Shop Bent W-Beam)*	150	LF	\$ 40.00	\$ 6,000.00
536-2-2	Guardrail Assemblies (Shop Bent Thrie Beam)*	100	LF	\$ 40.00	\$ 4,000.00
536-7	Special Guardrail Posts	20	EA	\$ 50.00	\$ 1,000.00
536-8	Bridge Anchorage Assemblies	4	EA	\$ 1,500.00	\$ 6,000.00
536-75	Special Steel Guardrail Posts with Accessories	10	EA	\$ 100.00	\$ 1,000.00
536-76	Special Length Guardrail Posts	25	EA	\$ 100.00	\$ 2,500.00
536-76-1	Hand Dig Post	25	EA	\$ 20.00	\$ 500.00
536-82	Guardrail Anchorage (Concrete Barrier Wall)	2	EA	\$ 1,100.00	\$ 2,200.00
536-85-1	End Anchorage Assemblies (Type II)	4	EA	\$ 1,300.00	\$ 5,200.00
536-85-2	End Anchorage Assemblies (MELT)	2	EA	\$ 100.00	\$ 200.00
536-85-3	End Anchorage Assemblies (CRT)	8	EA	\$ 100.00	\$ 800.00
536-85-4	End Anchorage Assemblies (SKT-350)	10	EA	\$ 3,400.00	\$ 34,000.00
536-85-5	End Anchorage Assemblies (SRT-350)	10	EA	\$ 3,000.00	\$ 30,000.00
536-85-6	End Anchorage Assemblies (FLEAT-350)	10	EA	\$ 3,400.00	\$ 34,000.00
536-85-7	End Anchorage Assemblies (SoftStop)	4	EA	\$ 3,500.00	\$ 14,000.00
536-58-8	End Anchorage Assemblies (SRT-31-SP)	4	EA	\$ 3,500.00	\$ 14,000.00
160-4	Rework and Stabilize Shoulder	750	SY	\$ 8.00	\$ 6,000.00
104-13	Silt Fence	100	LF	\$ 1.25	\$ 125.00
120-6	Embankment	100	CY	\$ 20.00	\$ 2,000.00
536-A	Vertical Face Retrofit	100	LF	\$ 280.00	\$ 28,000.00

<b>Guardrail Repair/Replace/Reset</b>					
<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>UNIT</b>	<b>TOTAL</b>
101-1	Emergency Mobilization	3	EA	\$ 1,000.00	\$ 3,000.00
538-1	Reset Existing Guardrail	500	LF	\$ 12.00	\$ 6,000.00
538-2	Reset Steel Posts	50	EA	\$ 11.00	\$ 550.00
538-3-1	Replace Panels (W-Beam, Straight Section)	1,000	LF	\$ 30.00	\$ 30,000.00
538-3-2	Replace Panels (Thrie Beam, Straight Section)	100	LF	\$ 30.00	\$ 3,000.00
538-4-1	Replace Panels (W-Beam, Shop Bent)	50	LF	\$ 33.00	\$ 1,650.00
538-4-2	Replace Panels (Thrie Beam, Shop Bent)	50	LF	\$ 35.00	\$ 1,750.00
538-7	Replace Special Guardrail Posts	10	EA	\$ 150.00	\$ 1,500.00
538-8	Replace Bridge Anchorage Assemblies	4	EA	\$ 150.00	\$ 600.00
538-12-1	Replace Incidentals (Offset Block Only)***	125	EA	\$ 60.00	\$ 7,500.00
538-12-2	Replace Incidentals (Reflector Only)***	150	EA	\$ 5.00	\$ 750.00
538-75	Replace Special Steel Guardrail Posts with Accessories	10	EA	\$ 75.00	\$ 750.00
538-76	Replace Special Length Guardrail Posts	10	EA	\$ 75.00	\$ 750.00
538-82	Replace Guardrail Anchorage (Concrete Barrier Wall)	10	EA	\$ 100.00	\$ 1,000.00
538-83	Replace Posts	75	EA	\$ 150.00	\$ 11,250.00
538-84	Replace Posts (Steel in Concrete)	10	EA	\$ 150.00	\$ 1,500.00
538-85-1	Replace End Anchorage Assemblies (Type II)	4	EA	\$ 1,300.00	\$ 5,200.00
538-85-2	Replace End Anchorage Assemblies (MELT)	4	EA	\$ 100.00	\$ 400.00
538-85-3	Replace End Anchorage Assemblies (CRT)	8	EA	\$ 100.00	\$ 800.00
538-85-4	Replace End Anchorage Assemblies (SKT-350)	10	EA	\$ 3,400.00	\$ 34,000.00
538-85-5	Replace End Anchorage Assemblies (SRT-350)	10	EA	\$ 3,000.00	\$ 30,000.00
538-85-6	Replace End Anchorage Assemblies (FLEAT-350)	10	EA	\$ 3,400.00	\$ 34,000.00
538-85-7	Replace End Anchorage Assemblies (SoftStop)	4	EA	\$ 3,500.00	\$ 14,000.00
538-85-8	Replace End Anchorage Assemblies (SRT-31-SP)	4	EA	\$ 3,500.00	\$ 14,000.00
538-86-1	Replace End (Buffered)	15	EA	\$ 75.00	\$ 1,125.00
538-86-2	Replace Ends (Flared)	10	EA	\$ 75.00	\$ 750.00
538-86-3	Replace Ends (Round)	10	EA	\$ 75.00	\$ 750.00
538-87	Cold Patch for Posts	100	EA	\$ 5.00	\$ 500.00
538-B	Handrail (Typical per Index 515-070 , 9' long)****	100	LF	\$ 100.00	\$ 10,000.00
538-C	Maintenance of Guardrail	500	LF	\$ 1.00	\$ 500.00
538-D	Pipe Rail	100	LF	\$ 30.00	\$ 3,000.00
538-E	Asphalt Pad Repair	50	SY	\$ 20.00	\$ 1,000.00

<b>Guardrail Removal</b>					
<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>U/M</b>	<b>UNIT</b>	<b>TOTAL</b>
536-73-1	Removal of Guardrail Assembly (W-Beam)	200	LF	\$ 5.00	\$ 1,000.00
536-73-2	Removal of Guardrail Assembly (Thrie Beam)	200	LF	\$ 5.00	\$ 1,000.00