

## AGREEMENT BETWEEN COUNTY AND PRE-QUALIFIED CONTRACTOR

This Agreement Between County and Professional Services 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 **Miller Pipeline, LLC**, located at 8850 Crawfordsville Road, Indianapolis, IN 46234, with a mailing address of 3100 Interstate North Circle, Suite 300, Atlanta, GA 30339 possessing FEIN# 35-1959522 (hereinafter referred to as “CONTRACTOR”) under seal for the Pre-Qualified Utilities Underground Contractor, (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 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 Solicitation #26Q-005 - Pre-Qualified Utilities Underground Contractors, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.**

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 person or entities other than COUNTY and CONTRACTOR.

**Section 4 - Term.** This Agreement shall commence upon COUNTY’s Board of County Commissioner’s approval and **be in effect through January 30, 2029**. Two (2) additional 2-year renewals are available upon mutual agreement and approval of the Board. (“Term”) **TIME IS OF THE ESSENCE**. All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order 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 will proceed in a timely manner without delays

**Section 5 – Scope of Services.** As per specifications and requirements of RFQ 26Q-005, CONTRACTOR shall provide complete Underground Utility Contractor Services as stated in the Scope of Work, Exhibit A, hereto, “the Work.” Individual projects shall be assigned to CONTRACTOR, as required by COUNTY (Task Orders), shall be of varied size and complexity and may include but not limited to those services outlined in the RFQ. Task Orders which exceed \$100,000 shall be subject to a separate contract (Task Order Agreement); those which exceed \$50,000 shall be additionally subject to final review and approval by the Board of County Commissioners (BCC). Smaller projects may be assigned a purchase order (PO) only; however a fee schedule and scope of work is required with each task assigned under this contract

**Section 6 – Compensation.** There shall be no provisions for pricing adjustments during the Term. CONTRACTOR'S invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. CONTRACTOR's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by CONTRACTOR, the invoice shall bear the signature of CONTRACTOR, which signature shall constitute CONTRACTOR's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of CONTRACTOR covered by prior invoices have been paid in full, and that, to the best of CONTRACTOR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to CONTRACTOR that payment of any portion thereof should be withheld. Submission of CONTRACTOR 's invoice for final payment and reimbursements shall further constitute CONTRACTOR 's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of CONTRACTOR to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

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

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, 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 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel and records of Reimbursable Expenses. 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 11 – Public Records Compliance**

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

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

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

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

**B. CONTRACTOR shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work.
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps

and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

**Section 12 – Indemnification, pursuant to Section 725.08, F.S.** CONTRACTOR shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, arising out of the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

**Section 13 – 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 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 \$500,000 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.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects of \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by CONTRACTOR for the duration of the Project. If the policy is written on a claims-made basis,

CONTRACTOR must maintain the policy for a minimum of 5 years following the completion of the Project.

**Section 14 – 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 15 – 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 the work 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 16 – 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 17 – 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 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

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

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 Contract 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 Contract.

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.
- b. COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly

employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- c. If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d. CONTRACTOR shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e. CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g. If COUNTY terminates this Contract with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i. Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

**Section 20 – 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 21 – Truth in Negotiation.** CONTRACTOR warrants that the wage rates and other factual unit costs supporting the compensation to CONTRACTOR under this Agreement are accurate, complete and current at the time of contracting. In addition, CONTRACTOR understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

**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 hard copy. 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 – 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 25 - CONTRACTOR's Basic Duties.** By executing this Agreement, CONTRACTOR represents to COUNTY that CONTRACTOR is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over CONTRACTOR and the Project. CONTRACTOR further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. CONTRACTOR assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by CONTRACTOR in connection with the Project. Execution of this Agreement by CONTRACTOR constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

**Section 26 – Prohibition Against Contingent Fees.** The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual CONTRACTOR, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**Section 27 - Bidding/Negotiation Services.** CONTRACTOR shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

**Section 28 - Construction Administration Services.** As a representative of COUNTY, CONTRACTOR in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the CONTRACTOR's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. CONTRACTOR shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

**Section 29 - COUNTY's Right to Withhold Payment.** In the event that COUNTY in its sole judgment becomes credibly informed that any representations of CONTRACTOR are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to CONTRACTOR until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

**Section 30 - Use and Ownership of Documents.** The drawings, specifications and other documents or things prepared by CONTRACTOR for the Project shall become and be the sole property of COUNTY. CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by CONTRACTOR for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of CONTRACTOR.

**Section 31 – CONTRACTOR Conduct:** These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as CONTRACTOR's employees, agents, consultants, and others on COUNTY property in connection with the CONTRACTOR's work or at the 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. Rough housing, 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 workwear, 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 32 – 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 33 – 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 34 – 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: Miller Pipeline, LLC  
8850 Crawfordsville Road, Indianapolis, IN 46234  
CONTACT PERSON: Charles Bell | Phone: 352-433-7489

COUNTY: Marion County Utilities  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

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

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

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marionfl.org](mailto:procurement@marionfl.org). If CONTRACTOR agrees to accept



all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: [charles.bell@millerpipeline.com](mailto:charles.bell@millerpipeline.com) and [cbell@belldc.com](mailto:cbell@belldc.com). Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

**Section 35 – 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 36 – Exhibits/Attachments.** Exhibit A is hereby incorporated into this Agreement as part hereof as though fully set forth herein.

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:**

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

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

\_\_\_\_\_  
CARL ZALAK, III DATE  
CHAIRMAN

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

**BCC APPROVED:** January 20, 2026  
26Q-005 | Pre-Qualified Utilities Underground  
Contractors

\_\_\_\_\_  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

**WITNESS:**

**MILLER PIPELINE, LLC**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BY: DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED:

**WITNESS:**

\_\_\_\_\_  
ITS: (TITLE)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

# EXHIBIT A

## Pre-Qualified Utilities Underground Contractors

### SCOPE OF WORK

This contract establishes pre-qualified local Utilities Underground Contractors (“Contractor”) to provide construction, maintenance, repair, and related services for County utilities infrastructure. Work may occur at Water Treatment Plants, Wastewater Treatment Plants, Lift Stations, Utility Easements, Marion County Right-of-Way (ROW), or Florida Department of Transportation (FDOT) ROW.

The County will award individual projects on a Task Order basis to the pre-qualified Contractors. The contracted firms will be invited to submit competitive proposals for each Task Order. Projects exceeding \$200,000 may require the Contractor to furnish Payment and Performance Bonds after Task Order award. The County reserves the right to require such bonds on any public works project, provided notice is given during the solicitation process or the County agrees to cover the actual bond cost after award.

The Contractor’s role will be turn-key, including sampling, permitting, labor, materials, equipment, and all services necessary for completion. The Contractor will work with the department to review project sites and product specifications. **Task orders at this time are not defined**, but will be miscellaneous in scope, of varied size and complexity as required by the County.

***The Contractor shall be duly licensed and qualified to provide such services as:***

1. Emergency or regular reparation or relocation of water mains, fire hydrants, water service line, gravity sewer, valves, force main, manholes, wet wells, valve box, air release valve, saddles, and taps. Pipes may be PVC, HDPE, A/C, PB, or DIP. Sizes may vary from ¾ inch to 24 inch.
2. Installation of new water mains, fire hydrants, water service lines, gravity sewer, valves, force main, manholes, wet wells, valve box, air release valve, saddles, and taps. Pipes may be PVC, HDPE, A/C, PB, or DIP. Sizes may vary from ¾ inch to 24 inch.
3. Removal and installation of Lift Station Pumps (up to 105hp), High Service Pumps, Well Pumps, Hydro pneumatic tanks (up to 20,000gal), air compressors, chemical pumps, chlorine tanks, and pumps/blowers on wastewater plants.
4. Reparation or replacement of rings and covers
5. Experience working with online systems
6. Experience of sampling requirements and procedures
7. Installation of liners on manholes
8. Jack and Bore Crossings
9. Directional Drilling Crossings
10. Backfill and Soil Compaction
11. Miscellaneous Asphalt and concrete patching
12. Demolition and decommission of small water treatment plants and wastewater treatment plants
13. Miscellaneous Utility Structures
14. Water Management Districts Permitting
15. FDEP Permitting
16. FDOT/MCTD ROW Permitting
17. Building Department Permitting
18. Coordinate with other Contractors

Once contracts have been established, the department may arrange a site visit or a pre-bid where a general overview of existing infrastructure is discussed. Specifications and Drawings will be provided based on the Department’s desire of specific products. The contractors will then provide shop drawings for final county approval.

Prior to commencing any work, the Contractor shall obtain all applicable permits from state, federal, and local agencies. Upon completion of the work, the Contractor shall secure all appropriate final inspections, clearances, and releases as required.