

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Charles White Fence, Inc.**, located at 6828 NE Jacksonville Road, Ocala, FL 34479, possessing FEIN# 20-8367837 (hereinafter referred to as “FIRM”) under seal for the Security Fence Contract, (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 #25B-024 - Security Fence Contract, 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 FIRM 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 FIRM.

Section 3 – Term. This Agreement shall commence upon Board approval for three (3) years with two (2) annual renewal options, and will conclude upon the Project's final completion (“Term”). **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 FIRM 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 Services. FIRM shall complete the Work for Project 25B-024 – Security Fence Contract, more fully set forth on Exhibit A – Scope of Services hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment Per Exhibit B - Fee Schedule, (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM 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.

Section 6 – Assignment. FIRM 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, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM 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. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, 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 25th Ave, Ocala, FL 34471

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

Email: publicrelations@marionfl.org

- B. FIRM 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 FIRM 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 FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM 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 FIRM 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. FIRM 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 FIRM and other persons employed or utilized by FIRM 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. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The 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 \$500,000 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, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM 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 FIRM 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 FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM 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 FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM 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 FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM 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, FIRM 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 FIRM 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 FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM 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, FIRM 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 FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM 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 FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM 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 FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM 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 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

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

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM 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 FIRM'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, FIRM 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, FIRM 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 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 FIRM 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 FIRM 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 FIRM 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 FIRM 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. FIRM 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 FIRM, 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 Services. 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. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Charles White Fence, Inc.
 6828 NE Jacksonville Road, Ocala, FL 34479
 CONTACT PERSON: Charles White | Phone: 352-369-9592

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

1. Scope of Service

The work under this contract consists of providing all labor, materials, equipment, maintenance of traffic and incidentals (including mobilization) necessary to install new fence systems or repair the existing fence systems on retention ponds and canals, drain wells, pump stations, anchored onto concrete structures such weirs, headwalls, retaining walls, straight end walls etc., in water of retention ponds, canals and on concrete structures or along County right-of-way, easements and other sites deemed necessary by the Divisional Manager or designee, as specified throughout unincorporated Marion County.

The Contractor shall furnish all supervision, quality control, labor, equipment, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete work specified in this contract. Work shall also be inclusive of mobilization/demobilization, site preparation, stabilization, testing, erosion control, dewatering/water control, maintenance of traffic, and any other incidentals needed to complete the work as specified herein.

All work performed under this contract and all materials to be used during the performance of this contract shall conform and adhere to all applicable standards and specifications of the “ASTM Standards for Fence Materials and Products” most current edition and all related documents and publications, American Association of State Highway And Transportation Officials (AASHTO) most current edition and all related documents and publications, Florida Department of Transportation (F.D.O.T.) Design Standards for Design, Construction, Maintenance and Utility operations on the State Highway System Index No. 800, 801, 802, 803, 810, 811, 812 most current edition and all related indexes, documents and publications and Standard Specifications for Road and Bridge Construction, Section 550 and all other related sections, documents and publications unless otherwise specified in writing in this contract.

2. PLANS AND DRAWINGS

Unless otherwise specified, no plans/drawings are provided for work to be performed under this contract. All work of every description shall be laid out and checked by the Contractor who shall be held solely responsible for its correctness.

The Contractor shall receive notice of need (i.e. phone call, email, work order containing a map for the project area) from the County’s Representative a request of an onsite meeting within two (2) workdays of notification. The County’s Representative or designee shall meet on site with the Contractor and set the limits of operation, determine the quantities to be worked and/or used and set the project mutually agreed start and end dates based on the minimum production rates. A detailed quote including quantities, materials needed, start and end dates and layout for requested projects (linear feet fence, types of gates etc.), conflicts and recommendations shall be reviewed and signed onsite by both parties. The Contractor shall submit the quote within one (1) workday and all work shall begin after receipt of Purchase Order.

3. QUANTITY AND FREQUENCY OF WORK

The work specified in this contract represents the type of services to be accomplished. The Contractor shall verify any discrepancies or disagreements concerning quantities and limits of work shall be immediately reported in writing to the County's Representative prior to starting operations. Discrepancies or disagreements will be mutually resolved

prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.

4. UNDERGROUND OR OVERHEAD UTILITIES

The Contractor shall cooperate with owners of any underground or overhead utilities in the removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. Excavators shall comply with Florida Statutes, Chapter 77-1 53, regarding notification of existing gas and oil pipeline company owners prior to excavating. Evidence of such notice shall be furnished to the County's Representative prior to excavating. During the period of this contract the Contractor shall coordinate all utility relocations and adjustments necessary for project. Costs associated with these activities shall be included on the unit prices for services.

5. MAINTAINING CULTIVATED PLOTS

The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this contract (including private property). After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas etc. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

6. PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of FDOT's Standard Specifications for Road and Bridge Construction, Section 104, most recent edition, except where authorized by the County's Representative and shall produce the results required by the rules of the Marion County Environmental Protection Division. All work and incidental costs required to comply with the prevention, control and abatement of erosion and water as herein specified shall be included in the unit price for services.

7. FENCE INSTALLATION AND TEMPORARY FENCE

Fences services that are provided in rural areas must be in conformance with Section 550 of the FDOT Specifications.

Fence fabric shall be woven wire, either galvanized steel, meeting the requirements of ASTM A116, No. 9 Farm, Design Number 1047-6-9, with Class 3 zinc coating, or aluminum coated steel, meeting the requirements of ASTM A584, No. 9 Farm, Design Number 1047-6-9, with a minimum coating weight of 0.4 oz/ft².

Fences shall be installed with wire side facing private property (post will be on the interior side of the County's property) except on horizontal curves greater than 3 degrees where the fence shall be installed so as to pull against all posts. Unless otherwise specified, steel shall be used for posts, assemblies and other materials as part of this contract. Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz/ft, together with necessary hardware and wire clamps meeting specified requirements.

Timber posts shall meet the material requirements of Specification Section 954. Timber line posts are to be minimum 4" in diameter. Timber corners, pull, approach and end posts are to be a minimum of 5" in diameter.

Chain link fabric, post, truss rods, tension wires, tie wires, stretcher bars, gates and off miscellaneous fittings and hardware shall meet the requirements of AASHTO and ASTM. Fence installation shall be performed in strict compliance with all applicable FDOT and ASTM

standards including wire ties, concrete bases, post assemblies, etc.

Unless otherwise specified, gates shall be commercially available metal swing or sliding gates assembled and installed in accordance with the manufacturer's specifications as approved by the County's Representative. Chain link swing gates in accordance with Index No. 802 may be substituted for metal swing gates as approved by the County's Representative. Gate size is full opening width whether single leaf or double leaves. Payment for gates shall include the gate, single or double, fabric, all necessary hardware for installation and any additional length and/or size for posts at the opening.

End post assemblies shall consist of one end post, one approach post, two braces, four diagonal tension wires and all necessary fittings and hardware. Pull post assemblies shall consist of one pull post, two braces, four diagonal tension wires and necessary fittings and hardware. Corner post assemblies shall consist of one corner post, two approach posts, four braces, eight diagonal tension wires and all necessary fittings and hardware.

All posts, braces, tension wires, fabric, tie wires, anchor plates, Class NS concrete, and all miscellaneous fittings and hardware shall be included in the cost for fence. Fencing shall be inclusive of the lengths of pull, end and corner post assemblies, but exclusive of gate widths.

End, pull, and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Concrete for bases shall be Class NS Portland cement concrete as specified in Section 347 of the Standard Specifications or a packaged, dry material meeting the requirements of a concrete under ASTM C-387. Materials for Class NS concrete may be proportioned by volume and/or by weight.

The Contractor shall provide certified test reports from the manufacturer confirming that all materials (posts, braces, fabric and all other accessories) conform to the requirements of this contract.

Post mounted on concrete structures or solid rock shall be mounted in accordance with the base plate detail "Fence Mounting on Concrete End walls and Retaining Wall". Line post shall be 8'-6" long (Standard). Line posts are to be set in concrete as described above or by the following methods:

- (a) In accordance with special details and/or as specifically described in the contract plans and specifications.
- (b) In accordance with ASTM F567 Subsections 5.4 through 5.10 as approved by the Engineer. Line post installed in accordance with Section 5.8 shall be 9'-6" long.
- (c) Post mounted on concrete structure or solid rock shall be mounted in accordance with the base plate detail "Fence Mounting on Concrete End walls and Retaining Wall", Sheet 3; or, by embedment accordance with ASTM F567 Subsection 5.5.

End, pull and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Post within assemblies that are located on concrete structures or solid rock shall be set by base plate or by embedment as prescribed under (b) above for line post.

7.1 FENCE MATERAIL

- a. Chain Link Fabric/Vinyl Coated – Two (2") inch mesh woven from nine (9) gauge steel wire, six (6') feet in height.
- b. End, Corner and Pull Posts – three (3") inch O.D. steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C Heavy Industrial Fence.
- c. Gate Posts – Four (4") inch O.D. steel pipe (SCH-40) shall conform to ASTM F 1083 Group 1A Heavy Industrial Fence.
- d. Gate Frames and Intermediate Posts – Two (2") inch O.D., steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C Heavy Industrial Fence. Gates shall come with 3-Barb Wire strands w/galvanized brackets, set vertical over gate.
- e. Posts Braces and Top Rails – One and five-eights (1 5/8") inch O.D. steel pipe shall conform to ASTM F 1043 Group 1A and 1C, Light Industrial Fence.
- f. Tension Wire – Nine (9) gauge spring coil.
- g. Accessories – Steel.
- h. Coatings – Pre-galvanized with one-point-two (1.2) ounces of zinc per square foot, applied after weaving of fabric and following fabrication for all other ferrous metal items. Poly (Vinyl Chloride) (PVC) – Coated Steel Chain –Link Fence Fabric –Specification F 668.
- i. Barb Wire Extension & Corner Post – Barb Wire Extension Post shall be 18" long x 45 degrees in angle, Barb Wire Corner Post shall be 22" long x 35 degrees in angle

7.2 INSTALLATION OF POST

- a. Concrete – Three thousand (3,000) PSI concrete shall be used for installation full diameter and depth of all posts.
- b. Corner and Gate Posts – Set three (3') feet deep in twelve (12") inch diameter concrete footings.
- c. Fence Post – Set four (4') feet deep in eighteen (18") inch diameter concrete footing.
- d. Line Posts – Set two (2') feet deep in eight (8") inch diameter concrete footings.
- e. Top Rail (when applicable) – Provide means for attaching top rail securely to each gate, corner, pull and end post. Run rail continuously through post caps, bending to radius for curved runs, bottom tension wire shall be installed unless otherwise specified.

7.3 INSTALLATION OF FENCING

a. Fencing shall be installed to proper grade, alignment and plumb, with corner posts and bracing provided at all angles in alignment. Angle Braces shall be installed every one hundred (100') feet of run or as directed by The County Representative.

b. Wire Ties: For tying fabric to line posts, use wire ties spaced twelve (12") O.C. For tying fabric to rails and braces, use wire ties spaced twenty-four (24") O.C. For tying fabric to tension wire, use hog rings spaced twenty-four (24") O.C.

7.4 INSTALLATION OF GATES

Install gates plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the manufacturer. Adjust hardware for smooth operation and lubricate when necessary. Gate installations shall include all hardware, i.e., hinges, latches, rollers, wheels and wire ties, etc.

7.5 TEMPORARY FENCE PANELS

This work shall consist of furnishing all labor, equipment, dewatering and incidentals for the installation of temporary free-standing chain-link fence panels on drainage canals and retention ponds, etc. within designated areas of unincorporated Marion County or as determined by the County's Representative.

7.5.1 FENCE PANEL AND STANDS:

- Six foot (6') in height and twelve (12') in length.
- Frame constructed of galvanized 1-3/8" diameter, 065 wall tubing.
- 11-1/2" gauge galvanized fence fabric with 2-1/4" mesh.
- Aluminum tie wires used for securing fabric to frame.
- Galvanized saddle clamps, nuts, bolts used to attach panels together.
- Stands measure approximately 16" x 36".
- Stands made of same 1-3/8" diameter tubing with slightly smaller uprights for panels to fit over.

Unless otherwise stated all fencing material shall be commercial grade.

The fence installation unit price shall include all labor, materials, maintenance of traffic, erosion control, dewatering, removal of fence fabric (including hardware), fence posts and any other incidentals needed to complete the work.

8. SECURING WORK SITES

All work sites shall be secured at all times during the fence installation.

9. MISCELLANEOUS REPAIRS

This work consist of fencing related not covered under specific line items such as: unusual fabrication for rot iron, cast iron, aluminum fence, etc., resetting and/or readjusting hardware for fence, resetting and/or readjusting hardware gate posts, resetting and/or readjusting hardware gates (all types), repair of vinyl fence sections or slates or post (all types), picket fence, tension wire ties, etc. and minor brush and limb clearing, etc. or as directed by the County Representative.

The man hour unit price shall include all labor, materials, maintenance of traffic, erosion control, dewatering and any other incidentals needed to complete the work.

10. EMERGENCY MOBILIZATION

When a project is deemed an emergency (i.e. auto accidents in busy residential neighborhoods or public safety etc.) by The County. The Contractor shall be prepared to mobilize and be on the project and take control of the project within (2) hours from initial notification of the emergency. This includes providing temporary fencing, etc. to safe the area up. An emergency situation may occur at any time, day or night. Verbal authorization to commence work for emergency projects will be provided in the field and followed up in writing no later than the next business day. Estimates and sketches/shop drawings for emergency projects shall be submitted within twenty-four (24) hours after the meeting. A delivery order will be processed for the estimated quantities for the emergency work. The work shall start without delaying of any ongoing projects.

When authorized by the County's Project Manager, emergency call-out services may take place between the hours of 5:01 P.M. and 6:59 A.M. Monday through Friday or on Saturdays, Sundays or County holidays.

11. As-Built

The Contractor shall submit as-built drawings for assigned projects under this contract shall include services and quantities/measurements of work completed and accepted by the County. The "as built" drawings shall be red lines of the original project drawing that was provided by the County at the initial site meeting unless otherwise authorized by the County's Representative. Before and after pictures shall also be submitted with the as built and invoice for the project. The cost for the as-built drawing and required pictures (including labor, materials and incidentals) shall be included on the unit prices for services provided under this contract.

11. CLEAN UP

The Contractor shall keep the work site free from accumulations of waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the work site clean and safe at all times. **All applicable Florida Department of Environmental Protection's regulations shall be followed at all times.**

The Contractor shall restore to their original condition those portions of the work site, not designated for alteration by contract documents such as staging and stockpile areas. This shall include returning the area to the proper grade and slope as well as replacing sod, etc. prior to leaving the area.

12. FINAL INSPECTION

Final inspection shall occur upon written notice from the Contractor that the project is complete; the County's Representative and Contractor shall make a final inspection and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies within two (2) workdays or as agreed to by the County's Representative and before final acceptance and payment is made.

Upon County acceptance of final inspection, the work order will be signed, and the project is thereby approved by the County and the Contractor may invoice.

The contractor shall notify residents of any damages (irrigation, utilities, etc.) and shall repair damages immediately. The contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such

repairs. No additional compensation shall be provided to the contractor for repair to damages as specified above.

All work areas including areas with debris shall be barricaded at all times. No open areas shall be left open during Holidays of Holiday weekends. When pedestrian traffic is impeded by work operations; barricades, restrictive tape, or other restraints shall be used to keep pedestrians from the work site.

13. MEASUREMENT AND PAYMENT

All measurement for payment shall be based on the completed work performed in strict accordance with contract documents and specifications. All work completed under this contract shall be measured with the Contractor in the presence of the County's Representative. Maintenance of Traffic and Mobilization, if necessary, shall be included in the unit prices for services.

The Contractor shall submit with the final invoice for each project effective final release or waivers of lien from the Contractor and all sub-contractors which performed services for the Contractor pursuant to the contract documents. The Contractor shall submit this information and the final invoice no later than two weeks (14 calendar days) after final inspection and acceptance has been made.

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in the solicitation for amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

New Fence Systems Installation – Unit prices for these services shall be inclusive of materials, fence fabric/wood panels, posts, hardware, etc. necessary to construct a new and proper fence. Barb Wire shall be supported with single barb wire arm per post with three-strand barb wire

6' Height (Commercial Chain Link)

Item	Description	UNIT	UNIT PRICE
1	With top rail (no barbed wire) Tension wire on the bottom	LF	\$24.00
2	With top rail (barbed wire) Tension wire on the bottom	LF	\$26.00

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3	With top rail (no barbed wire)	LF	\$28.00
4	With top rail (barbed wire) & Tenison wire on the bottom	LF	\$245.00

Gates for new fence systems (unit prices shall include all items required for construction & installation, gates shall have barb wire included.

Fence post for gates shall be 4" in diameter)

5	4' wide x 6' high single wide	EA	\$245.00
6	10' wide x 6' high double wide	EA	\$450.00
7	12' wide x 6' high double wide	EA	\$700.00
8	24' wide x 6' high double wide	EA	\$925.00

Gates (Vinyl Coated, Color as requested Chain Link)

9	4' wide x 6' high single wide	EA	\$350.00
10	12' wide x 6' high double wide	EA	\$975.00
11	24' wide x 6' high double wide	EA	\$1,300.00

Cantilever Gates (Commercial Chain Link)

12	Gate: Cantilever 6' high for 10' opening	EA	\$650.00
13	Gate: Cantilever 6' high for 20' opening	EA	\$1,000.00
14	Gate: Cantilever 6' high for 24' opening	EA	\$1,150.00

Cantilever Gates (Vinyl Coated, Color as requested Commercial Chain Link)

15	Gate: Cantilever 6' high for 10' opening	EA	\$550.00
16	Gate: Cantilever 6' high for 20' opening	EA	\$1,850.00
17	Gate: Cantilever 6' high for 24' opening	EA	\$1,900.00

Repair of Existing Fence: The items below are for repair of damaged sections of existing fences, as requested and specified by the County's Representative. Unit prices for these services shall be inclusive of materials, fence fabric/wood panels, wood/metal posts, hardware, etc. necessary to properly repair and existing fence or gate.

6' Height (Vinyl Coated, Color as requested) (Commercial Chain Link)			
18	With top rail (no barbed wire)	LF	\$26.00
19	With top rail (barbed wire)	LF	\$27.00
6' Height Wood Fence (including hardware)			
20	6' Wood Fence (all types)	LF	\$18.00
21	6' Wood Boards/Slats	EA	\$4.00
Galvanized Posts: (includes hardware & installation) 4" Diameter Post			
22	For 6 ft. high fence	EA	\$105.00
Galvanized Posts: (includes hardware & installation) 3" Diameter Post			
23	For 6 ft. high fence	EA	\$68.00
Galvanized Posts: (includes hardware & installation) 2 1/2" Diameter Post			
24	For 6 ft. high fence	EA	\$45.00
Galvanized Posts: (includes hardware & installation) 2" Diameter Post			
25	For 6 Ft. high fence	EA	\$25.00
Galvanized Posts: (includes hardware & installation) 1 1/2" Diameter Post			
26	For 6 Ft. high fence	EA	\$18.00
Wooden Post 4" x 4"			
27	For 6 ft. high wooden fence	EA	\$15.00
Miscellaneous			
28	Removal /Disposal of Existing Fence	EA	\$6.00
29	Installation of posts onto concrete or wood structures (flush mounted), including hardware	EA	\$20.00
30	Coring of posts into concrete or wood structures (imbedded), including equipment and materials for installation	EA	\$95.00
31	Temporary Fence Panels	EA	\$100.00
32	Top Rail	FT	\$84.00
33	Cantilever Gate Rollers	EA	\$135.00
34	Cantilever Gate Rollers cover (top)	EA	\$5.00

35	Cantilever Gate Rollers cover (bottom)	EA	\$5.00
36	Terminal Post 3" for 6' high fence	EA	\$65.00
37	Terminal Post 3" for 6' high vinyl fence	EA	\$115.00
38	Gate Post 4" for 6' high fence	EA	\$120.00
39	Miscellaneous Repairs (10% markup)	EA	\$65.00
40	Emergency Mobilization	EA	\$130.00
41	PVC Fence Repairs 6'H x 4'W panel	EA	\$50.00
42	6' PVC Fence Post w/cap	EA	\$30.00
43	Slats for 6' High Chain Link Fence	EA	\$80.00
44	Barb wire extension post 18" x 45 degree	EA	\$8.00
45	Barb wire corner post 22" x 35 degree	EA	\$8.00
46	Barb Wire Replacement	FT	\$4.00
47	Tension Wire (Top or Bottom)	FT	\$4.00
48	Miscellaneous Parts Mark Up %		10.00%
49	Repairs and Trouble Shooting of Electric/Electronic Gate Opener	HR	\$130.00