

**AGREEMENT FOR FENCING INSTALLATION SERVICES - CITYWIDE**

THIS AGREEMENT FOR FENCING INSTALLATION SERVICES - CITYWIDE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CHARLES WHITE FENCE, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-8367837) ("Contractor").

**RECITALS :**

**WHEREAS**, on April 9, 2020, City issued an Invitation to Bid ("ITB") for the provision of fencing installation services at various locations citywide, ITB No.: COO/200194 (the "Solicitation"); and

**WHEREAS**, a single firm, Charles White Fence, Inc., responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Charles White Fence, Inc., was selected to provide fencing installation services at various locations citywide (the "Project"); and

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

**TERMS OF AGREEMENT :**

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the quotation submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-6)

Exhibit B: Price Proposal (B-1 through B-4)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Contractor shall be responsible for providing all materials, labor, supervision, tools, accessories, equipment, and all other things necessary for Contractor to perform its obligations under this Agreement and as set forth in the attached **Exhibit A – Scope of Work**. The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest rate of compensation payable to Contractor by City under this Agreement for the satisfactory performance of services in compliance with Exhibit A – Scope of Work and the Contract Documents shall be as noted in **Exhibit B – Price Proposal**.
  - A. **Project Assignment and Contractor Quotations.** Project assignments shall be provided to Contractor for review as projects are defined and prioritized by City. Contractor shall provide a detailed written quote for review by the City Project Manager within three (3) business days of receipt of City’s project assignment. Contractor’s quote shall include: (1) the project location name and address; (2) an itemized not-to-exceed price setting forth items and quantities used per specifications; (3) a clear sketch or drawing setting forth the work being quoted to include the distance and direction or swing of any gates (as applicable). Work shall not commence by Contractor prior to receiving written approval and notice to proceed from the City Project Manager.
  - B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager (“Project Manager”) at: **City of Ocala Procurement Department, Attn: John Long, 110 SE Watula Avenue, Third Floor, Ocala, Florida 34471, E-mail: jlong@ocalafl.org.**
  - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager’s approval shall not be unreasonably withheld, conditioned, or delayed.
  - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor’s remedy or resolution of the inadequacy or defect.
  - E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be

refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. **Effective Date and Term.** This Agreement shall become effective and commence on **JULY 1, 2020** and continue for a term of **TWO (2)** years, through and including **JUNE 30, 2022**. This Agreement may be renewed for **TWO (2)** additional, **ONE-YEAR (1-YEAR)** periods by written consent between City and Contractor

B. Contractor shall commence work no later than **FIVE (5)** working days from the date of issuance of a Notice to Proceed for the Project by the City. At no time will Contractor be allowed to lag behind.

C. **All work on each individual project shall be substantially completed by Contractor in a manner satisfactory to the Project Manager within the time frame indicated and ready for final payment by the date given on the Notice to Proceed.**

D. The time for performance for each individual project assigned under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be promptly submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustment to the Contract Time shall be determined by the City.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
4. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination, to include the cost of any repair, maintenance, or replacement to City water and wastewater facilities; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (i) **ONE (1) YEAR** from the date of installation; or (ii) the period of warranty provided by any supplier or manufacturer. If defects occur which are due to faulty material or services, the Contractor, at his expense, shall repair or adjust the condition or replace the material to the satisfaction of the City of Ocala. Any and all written manufacturers' warranties for materials supplied must be provided to the City's Project Manager before final payment will be authorized.

10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
  - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
  - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
  - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - D. Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor shall name City as an additional insured under the insurance policy.

16. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD-PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other Contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other Contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so



report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

17. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor shall name City as an additional insured under the insurance policy

19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Coverage for contractual liability is also required.
- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

20. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. Contractor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement

is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

21. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Contractor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates of Insurance. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

\*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

22. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall

take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

23. **TRAFFIC CONTROL AND BARRICADES.** Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in bid, Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to Contractor.

24. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

25. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation,

gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

26. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
  
27. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
  
28. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or

discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

29. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
30. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
31. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.
32. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
  - A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency 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.
  - C. 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 contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, 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 completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

33. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
34. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
35. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
36. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
37. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

38. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
39. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
40. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
41. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Charles White Fence, Inc.  
Attn: Charles White  
6828 NE Jacksonville Road  
Ocala, Florida 34479  
Phone: (352) 369-9592  
E-mail: [cwhitefence@hotmail.com](mailto:cwhitefence@hotmail.com)

If to City of Ocala:

Tiffany Kimball, Contracting Officer  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8366 Fax: 352-690-2025  
E-mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to:

Patrick G. Gilligan, Esquire  
Gilligan, Gooding, Franjola & Batsel, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
Phone: 352-867-7707 Fax: 352-867-0237  
E-mail: [pgilligan@ocalalaw.com](mailto:pgilligan@ocalalaw.com)

42. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

43. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.



44. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
45. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
46. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
47. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
48. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
49. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
50. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
51. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
52. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and

conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

53. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

54. **LEGAL AUTHORITY.** 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 to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 07 / 01 / 2020.

**ATTEST:**

**CITY OF OCALA**

*Angel B. Jacobs*

*Sandra Wilson*

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Sandra Wilson  
City Manager

**Approved as to form and legality:**

**CHARLES WHITE FENCE, INC.**

*Robert W. Batsel, Jr.*

*Charles White*

\_\_\_\_\_  
Robert W. Batsel, Jr.  
Assistant City Attorney

By: Charles White  
(Printed Name)

Title: Owner  
(Vice President or higher)

Contractor will provide all materials, labor and equipment necessary to complete new fencing installations as ordered. All work performed under this Contract will be on an as-needed basis. Upon removal of existing fencing, the City reserves the option to retain fencing removed by Contractor.

Prior to work beginning, the Contractor will be required to provide a written estimate of the cost using the awarded line item prices. Upon completion of each individual project, the Contractor will submit a detailed invoice to include all itemized materials, and work performed to complete the project.

### Working Hours

All work will be done between the hours of 7:00 a.m. and 5:00 P.M., Monday through Friday. There will be no work on City observed holidays or weekends, without written permission.

### Written Quotes

The Contractor shall submit a detailed written estimate of the proposed services with contract line items clearly noted prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this Contract.

Written quotes shall list the location name and address. The project estimate shall list each and every item per specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted with a clear sketch or drawing indicating work being quoted showing distance, and direction and swing of any gates (if applicable).

### Damage

The Contractor shall carry out work with care and methods to prevent damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Contractor, at his expense, shall repair or make restoration as is practical and acceptable to the City no later than **ONE (1) MONTH** from the date damage occurred.

**Execution of Work**

- A. The Contractor shall be responsible for performing the work necessary to meet the City standards in a safe, neat, and high-quality workmanlike manner using only accepted methods in carrying out the work and complying with all Federal, State, and Local laws.
- B. All furnishings and equipment shall be placed back in the original locations. All work areas must be returned to original condition. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the work, and shall have the work site in a neat and presentable condition. Note : Any and all debris shall be removed from the premises – new construction debris, trash, etc., shall not be left or buried on site.
- C. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.
- D. Installation shall be in compliance with all requirements and instructions of applicable manufacturer.
- E. Installation shall be done in a neat workman-like manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing. Fence posts shall be plumb and the top rails shall be attached in a manner that forms a smooth horizontal alignment.
- F. The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.
- G. All vehicles must have the company logo visible on the outside of the vehicle. All workers must wear a company shirt or name badge with the company name.

**Guarantee**

Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all materials for a minimum of one (1) year or the manufacturer's warranty, whichever is greater. If defects occur which are due to faulty material or services, the Contractor, at his expense, shall repair or adjust the condition or replace the material to the satisfaction of the City of Ocala.

**Specifications****A. Material**

1. All materials for chain-link fencing shall conform to the American Society for Testing and Materials (ASTM) Standards. No advertising signage, impression, stamp, or mark of any description will be permitted on the fence.
2. Black Polyvinyl chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
3. The PVC coating shall be Class 2A, extruded and adhered.
4. The PVC color shall be as indicated and conform to ASTM F 934.

**B. Post Footing**

All sections – posts pricing should include concrete footings.

**C. Gate Construction**

1. Gate frames shall be welded at joints to provide a rigid watertight construction, with welds ground smooth. Internal bracing shall be provided as required to eliminate racking and make the frame rigid, consisting of 1-5/8" tubular steel pipe with 3/8" adjustable truss rods. Welded areas shall have one (1) coat of zinc oxide primer on area.
2. Gate fabric shall always match the specified fence fabric. The fabric shall be tied to the gate frame at intervals of no more than fifteen (15") inches apart.

3. Gate hinges shall be "bulldog" type and shall be of adequate strength for the gate. No sagging gates will be accepted.

D. **Installation**

Line Posts: Shall be spaced a maximum of 10'-0".

E. **Anchorage**

1. All line post to be set in concrete foundations in the ground to a minimum depth of eighteen (18") inches for a four (4') foot fence and twenty-four (24") inches for a six (6') foot fence.
2. All corner, end or pull posts to be set in concrete foundations in the ground to a minimum depth of thirty-six (36") for a four (4') and six (6') foot fence. All foundations shall extend approximately two (2") above grade and will be crowned to shed water away from posts. Diameter of the foundation shall be a minimum of (9") inches, except for gate posts on which the minimum diameter shall be three (3) times the outside diameter of the gate post, and corner, end or pull posts on which the minimum diameter shall be twelve (12") inches.
3. The concrete used in the foundation furnished by a ready-mix with a minimum strength of 2,500 P.S.I. In the event a pre-mixed foundation material is unavailable, the use of a 1:2:4 mix of concrete with the stone no smaller than ¼" size may be used.

F. **Top Rail**

Shall be continuous for full length of fence and shall pass through openings in fittings for that purpose on the line post tops. Each length shall be coupled with expansion sleeves and means of rail ends and brace bands.

G. **Gates**

Gates frames measuring over 6'0 shall have crossed, diagonal truss rods installed in each panel. Fence fabric shall be fastened in the frames or panels on all edges by use of suitable

tension band stretch bars. Latches shall be provided for all gates, and shall be of plunger rod, forked latch type with provisions for padlocking.

#### H. Braces

1. Horizontal brace rails shall be provided on each terminal, corner and gate post midway between top rail and ground; and should extend from these posts to the first adjacent line post fastened with brace bands and/ or rail ends and brace bands. Diagonal brace rods shall be trussed from the brace end on the line post back to the terminal, corner or gate post and shall be provided with tightener or turnbuckle.
2. Pull post shall be used at breaks in vertical grades fifteen (15) degrees or more, or at approximately 330' centers except maximum interval may be reduced on curves where the degree of curve is greater than (3) degrees.

#### F. Fabric

1. Shall be fastened to line post with fabric bands at a maximum of twelve (12") inch intervals. Fabric shall be fastened to the top rail by single wrap of #9 gauge aluminum wire. Fabric shall be fastened to the terminal, corner or gate posts by use of stretcher bars tension bands which shall be fastened to the posts by bands spaced a maximum of fifteen (15") inches.
2. Chain link fabric shall be stretched tightly to eliminate sags and buckles, and shall be placed with top salvage barbs projecting above top rail and with bottom salvage not more than two (2") inches above grade.
3. Completed fence installation shall be free standing and without buckles and kinks, set accurately to line, and be true, plumb rigid.

#### G. Grounding

Wherever a power line passes over the fence a ground shall be installed directly below the point of crossing. The ground rod shall consist of a copper or galvanized rod, with connection of similar metal if required, or of other appropriate material, eight (8') feet in

length and at least five-eighth (5/8") inch in diameter. The rod shall be driven vertically until the top of the rod is approximately six (6") inches below the ground surface. A No. #6 conductor shall be used to connect the rod and all fence elements. The conductor shall be connected to each fence element and ground rod by means of electrical-type clamps which will prevent corrosion.

### **Utility Locating**

The Contractor is responsible for contacting the utility location service and verifying completion of inspection prior to commencing work. Stipulations regarding entrance electrical service and rights-of-way are to be referred to the Director of the corresponding City of Ocala Department.

### **Lead Time**

The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by Contractor.

### **Emergencies**

Any emergency situations must be reported immediately to the Safety Manager, Ryan Phillips, Mobile (352) 572-0414, and followed up with an email at [rphillips@ocalafl.org](mailto:rphillips@ocalafl.org).

If a natural disaster occurs, the City of Ocala will be first priority for any emergency repair that may harm any person or property. The City Manager will determine what constitutes a disaster. The Contractor must respond to a call for emergency work within two (2) hours.



**Exhibit B - Price Proposal**

**Charles White Fence, Inc**

<b>Item #</b>	<b>Description</b>	<b>UOM</b>	<b>Price</b>
<b>LABOR AND MATERIAL INCLUDED FOR ALL LINE ITEMS</b>			
<b>Four (4') FT. Chain Link Fence - (Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
1	4' FENCE / 2" LINE POST / 1 5/8" TOP RAIL	LF	\$9.00
<b>Six (6') FT. Chain Link Fence - (Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
2	6' FENCE / 2" LINE POST / 1 5/8" TOP RAIL	LF	\$12.50
3	6' FENCE / 2" LINE POST / 7 GA. TOP & BOTTOM WIRE	LF	\$9.00
4	6' FENCE / 2" LINE POST / 1 5/8" TOP RAIL W/7GA. BOTTOM WIRE	LF	\$13.00
<b>Eight (8') FT. Chain Link Fence - (Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
5	8' FENCE / 2" LINE POST / 1 5/8" TOP RAIL	LF	\$13.25
6	8' FENCE / 2" LINE POST / 1 5/8" TOP RAIL W/7 GA. BOTTOM WIRE	LF	\$13.75
7	8' FENCE / 2" LINE POST / 7 GA. TOP & BOTTOM TENSION WIRE	LF	\$12.75
<b>Ten (10') FT. Chain Link Fence - (Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
8	10' FENCE / 2" LINE POST, 1 5/8" TOP RAIL	LF	\$17.00
9	10' FENCE / 2" TOP, MID. & BOTTOM RAIL	LF	\$19.00
10	10' FENCE / 2" TOP, MID. & BOTTOM RAIL W/ 7GA. BOTTOM TENSION WIRE	LF	\$21.00
<b>Ten (12') FT. Chain Link Fence - (Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
11	12' FENCE / 2" LINE POST, 1 5/8" TOP RAIL	LF	\$22.00
12	12' FENCE / 2" TOP, MID. & BOTTOM RAIL	LF	\$27.00
13	12' FENCE / 2" TOP, MID. & BOTTOM RAIL W/ 7GA. BOTTOM TENSION WIRE	LF	\$13.00
<b>End and Corner Posts - (Schedule 40)</b>			
14	6' POST X 2 1/2"	EA	\$28.00
15	6' POST X 3"	EA	\$38.00
16	8' POST X 2 1/2"	EA	\$38.00
17	8' POST X 3"	EA	\$50.00
18	10' POST X 2 1/2"	EA	\$48.00
19	10' POST X 3"	EA	\$63.00
20	12' POST X 3"	EA	\$68.00
21	12' POST X 2 1/2"	EA	\$80.00
22	14' POST X 2 1/2"	EA	\$85.00
23	1 5/8" SCHEDULE 40 BRACE & 3/8" -TRUSS ASSEMBLY	EA	\$25.00
<b>GATE POSTS - With All Caps, Bands - (Schedule 40)</b>			
24	7' POST X 2 1/2"	EA	\$35.00
25	7' POST X 3"	EA	\$40.00

Item #	Description	UOM	Price
26	9' POST X 2 ½"	EA	\$50.00
27	9' POST X 3"	EA	\$65.00
28	9' POST X 4"	EA	\$90.00
29	11' POST X 2 ½"	EA	\$90.00
30	11' POST X 3"	EA	\$105.00
31	11' POST X 4"	EA	\$150.00
32	13' POST 3"	EA	\$125.00
33	13' POST 4"	EA	\$150.00
34	1 5/8" SCHEDULE 40 BRACE & 3/8" TRUSS ROD & ASSEMBLY	EA	\$25.00
<b>GATE - Four (4') FT. Fence - (1-5/8", Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
<b>Single Swing</b>			
35	4' S/S GATE, FAB. BRACED & TRUSSED	EA	\$195.00
36	5' S/S GATE, FAB. BRACED & TRUSSED	EA	\$208.00
37	6' S/S GATE, FAB. BRACED & TRUSSED	EA	\$223.00
38	8' S/S GATE, FAB BRACED & TRUSSED	EA	\$278.00
39	10' S/S GATE, FAB BRACED & TRUSSED	EA	\$307.00
40	12' S/S GATE, FAB BRACED & TRUSSED	EA	\$334.00
<b>Double Drive</b>			
41	8' DD GATE, FAB, BRACED & TRUSSED	EA	\$350.00
42	10' DD GATE, FAB, BRACED & TRUSSED	EA	\$378.00
43	12' DD GATE, FAB, BRACED & TRUSSED	EA	\$406.00
44	14' DD GATE, FAB, BRACED & TRUSSED	EA	\$491.00
45	16' DD GATE, FAB, BRACED & TRUSSED	EA	\$518.00
<b>GATE - Six (6') FT. High Fence - (1-5/8", Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
<b>Single Swing</b>			
46	4' SS GATE, BRACED & TRUSSED	EA	\$255.00
47	5' SS GATE, BRACED & TRUSSED	EA	\$275.00
48	6' SS GATE, BRACED & TRUSSED	EA	\$296.00
49	8' SS GATE, BRACED & TRUSSED	EA	\$337.00
50	10' SS GATE, BRACED & TRUSSED	EA	\$378.00
51	12' SS GATE, BRACED & TRUSSED	EA	\$490.00
<b>Double Drive</b>			
52	8' DD GATE, BRACED & TRUSSED	EA	\$470.00
53	10' DD GATE, BRACED & TRUSSED	EA	\$511.00
54	12' DD GATE, BRACED & TRUSSED	EA	\$552.00
55	14' DD GATE, BRACED & TRUSSED	EA	\$593.00
56	16' DD GATE, BRACED & TRUSSED	EA	\$634.00
57	18' DD GATE, BRACED & TRUSSED	EA	\$675.00

Item #	Description	UOM	Price
58	20' DD GATE, BRACED & TRUSSED	EA	\$715.00
59	22' DD GATE, BRACED & TRUSSED	EA	\$901.00
60	24' DD GATE, BRACED & TRUSSED	EA	\$940.00
<b>GATE - Six (8') FT. High Fence - (1-5/8", Schedule 40, Galvanized, 9 Gauge, 2" Mesh)</b>			
<b>Single Swing</b>			
61	4' SS GATE, BRACED & TRUSSED	EA	\$245.00
62	5' SS GATE, BRACED & TRUSSED	EA	\$270.00
63	6' SS GATE, BRACED & TRUSSED	EA	\$335.00
64	8' SS GATE, BRACED & TRUSSED	EA	\$379.00
65	10' SS GATE, BRACED & TRUSSED	EA	\$425.00
66	12' SS GATE, BRACED & TRUSSED	EA	\$560.00
<b>Black Vinyl Chain Link Fence</b>			
67	4' VINYL FABRIC, 9-GAUGE CORE STEEL	LF	\$5.50
68	6' VINYL FABRIC, 9-GAUGE CORE STEEL	LF	\$7.00
69	8' VINYL FABRIC, 9-GAUGE CORE STEEL	LF	\$8.00
70	4' VINYL COATED FENCE SYSTEM WITH LINE POST AND TOP RAIL	LF	\$13.00
71	4' VINYL COATED FENCE SYSTEM WITHOUT TOP RAIL	LF	\$5.00
72	6' VINYL COATED FENCE SYSTEM WITH LINE POST AND TOP RAIL	LF	\$18.00
73	6' VINYL COATED FENCE SYSTEM WITHOUT TOP RAIL	LF	\$14.00
74	8' VINYL COATED FENCE SYSTEM WITH LINE POST AND TOP RAIL	LF	\$22.00
75	8' VINYL COATED FENCE SYSTEM WITHOUT TOP RAIL	LF	\$15.00
76	10' VINYL COATED FENCE SYSTEM WITH LINE POST AND TOP RAIL	LF	\$23.00
77	10' VINYL COATED FENCE SYSTEM WITHOUT TOP RAIL	LF	\$19.00
78	12' VINYL COATED FENCE SYSTEM WITH LINE POST AND TOP RAIL	LF	\$27.00
79	12' VINYL COATED FENCE SYSTEM WITHOUT TOP RAIL	LF	\$23.00
80	4' VINYL COATED END PULL CORNER POST	EA	\$43.00
81	6' VINYL COATED END PULL CORNER POST	EA	\$80.00
82	8' VINYL COATED END PULL CORNER POST	EA	\$100.00
83	10' VINYL COATED END PULL CORNER POST	EA	\$110.00
84	12' VINYL COATED END PULL CORNER POST	EA	\$120.00
85	6' BLACK PVC TONGUE AND GROOVE FENCE	LF	\$15.00
86	4' X 4' SINGLE VINYL COATED GATE	EA	\$225.00
87	4' X 6' SINGLE VINYL COATED GATE	EA	\$300.00
88	4' X 8' SINGLE VINYL COATED GATE	EA	\$344.00
89	6' X 4' SINGLE VINYL COATED GATE	EA	\$260.00
90	6' X 6' SINGLE VINYL COATED GATE	EA	\$356.00
91	6' X 8' SINGLE VINYL COATED GATE	EA	\$407.00
92	8' X 4' SINGLE VINYL COATED GATE	EA	\$331.00

Item #	Description	UOM	Price
93	8' X 6' SINGLE VINYL COATED GATE	EA	\$411.00
94	8' X 8' SINGLE VINYL COATED GATE	EA	\$470.00
95	12' X 6' HIGH VINYL COATED DOUBLE DRIVE GATE	EA	\$675.00
96	BAG 6' HIGH BLACK SLATS	BOX	\$125.00
97	BAG 8' HIGH BLACK SLATS	BOX	\$125.00
98	3" EXTENDERS	EA	\$20.00
99	2" EXTENDERS	EA	\$20.00
100	8' BARS	EA	\$5.00
101	8' BLACK VINYL WIRE	LF	\$8.00
<b>Wood Fence</b>			
102	6' WOOD STOCKADE (PRESSURE TREATED PINE)	LF	\$15.00
103	4" x 4" x 8' PRESSURED TREATED POST	EA	\$12.00
104	4" x 4" x 10' PRESSURED TREATED POST	EA	\$22.00
105	4' WIDE X 6' HIGH SINGLE DRIVE TREATED WOOD GATE	EA	\$125.00
106	16' WIDE X 6' HIGH DOUBLE DRIVE TREATED WOOD GATE	EA	\$500.00
<b>Miscellaneous Charges</b>			
107	LABOR CHARGE FOR MISCELLANEOUS ADDITIONAL WORK NOT INCLUDED IN LINES 1 – 106 (PER HOUR; PER MAN)	MAN HOUR	\$45.00
108	REMOVAL AND DISPOSAL OF OLD FENCE UP TO AND INCLUDING 6' HIGH (INCLUDES LABOR)	LF	\$1.50

<b>TITLE</b>	(Second Revision) For Review and Signature - Fencing...
<b>FILE NAME</b>	FOR SIGNATURES (S...de Fencing Se.pdf
<b>DOCUMENT ID</b>	1fa9658cead9ff19609c1a14e20ccb83d8ff7593
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