

**AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS**

THIS AGREEMENT FOR STORMWATER FENCING INSTALLATION AND REPAIRS ("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 October 20, 2021, City issued an Invitation to Bid ("ITB") for the provision of fence installation and repair services on an as-needed basis, ITB No.: PWD/210690 (the "Solicitation"); and

**WHEREAS**, three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Charles White Fence, Inc., as the low bidder, was selected to provide fencing installation and repair services for the City on an as-needed basis (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-7)

Exhibit B: Price Proposal (B-1 through B-2)

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 WORK.** Contractor shall be responsible for providing all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement and as set forth in the Contract Documents. The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000)** (the "Contract Sum") over the initial contract term as full and complete compensation for the timely and satisfactory completion of the work in accordance with the unit pricing set forth 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. City shall provide Contractor a cover sheet for invoicing. Contractor shall submit the original invoice and completed cover sheet through the responsible City Project Manager ("Project Manager") at: **City of Ocala Public Works Department, Attn: Brian Herrick, 1805 NE 30<sup>th</sup> Avenue, Bldg. 300, Ocala, Florida 34470, E-mail: bherrick@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 **DECEMBER 22, 2021** and continue for a term of **THREE (3)** years, through and including **DECEMBER 21, 2024**. 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. **Lead time for materials is a maximum of TWO (2) weeks.**
  - C. **All work on each individual project shall be substantially completed by Contractor in a manner satisfactory to the City 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.

7. **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.

A. 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.

B. 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.

8. **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.

9. **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.
10. **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.
11. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.



12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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
20. **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.
21. **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.
22. **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 be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org)** 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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.
29. **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.
30. **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.
31. **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.

32. **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.
33. **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.**

34. **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.
35. **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.
36. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
37. **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.
38. **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.

39. **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.
40. **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.
41. **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.
42. **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: Robert W. Batsel, Jr.  
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
Phone: 352-867-7707 Fax: 352-867-0237  
E-mail: [rbatsel@ocalalaw.com](mailto:rbatsel@ocalalaw.com)

43. **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.
44. **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.
45. **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.
46. **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.

47. **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.
48. **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.
49. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
50. **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.
51. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
52. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
53. **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.
54. **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.

55. **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 01 / 05 / 2022.

**ATTEST:**

**CITY OF OCALA**

Angel B. Jacobs  
Angel B. Jacobs  
City Clerk

Ire Bethea Sr.  
Ire Bethea, Sr.  
City Council President

**Approved as to form and legality:**

**CHARLES WHITE FENCE, INC.**

/s/ Robert W. Batsel, Jr.  
Robert W. Batsel, Jr.  
City Attorney

Charles White  
By: Charles White  
(Printed Name)  
Title: President  
(Vice President or higher)

**BACKGROUND**

1. Contractor shall provide fencing repairs, additions and new fence installation as needed.
2. All work performed shall be on an as-needed basis.
3. All work shall be coordinated with the City Project Manager, Brian Herrick, 352-401-6927, e-mail: [bherrick@ocalafl.org](mailto:bherrick@ocalafl.org).

**PROJECT SUMMARY, DELIVERABLES AND HOURS**

1. **Project Fencing Specifications:** Contractor shall be required to provide the following fencing materials for the City of Ocala:
  - A. **Chain Link Fence Fabric (Galvanized)**
    1. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of the American Society of Testing and Materials (ASTM) A 392.
      - a. The coated wire diameter shall be 9-gauge (0.148" 0.005").
      - b. The mesh size of the woven fabric shall be 2" 1/8".
      - c. The fabric height shall be 6'.
      - d. The zinc coating weight shall be Class One (1), not less than 1.2 oz/ft<sup>2</sup> of uncoated wire surface.
      - e. Fabric shall be supplied in rolls of not less than 50' (allowable variance -6").
      - f. Top Rail – 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' in length, joined with 1-5/8" sleeve.
      - g. Line Post – 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing – 6" diameter, 18" depth.
      - h. Terminal Post – 3" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing – 6" diameter, 36" depth.
      - i. Fittings - regular brace band and carriage bolt, coated combo rail-end, steel loop cap, aluminum cap, 3/16" x 3/4" steel tension bar, regular tension band and carriage bolt.
      - j. Post Footing – All sections – posts pricing should include concrete.
    - B. **Chain Link Fence Fabric (PVC Coated)- All items in this category must be vinyl coated. No powder coating shall be accepted.**
      1. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
        - a. The core wire diameter shall be 9-gauge (0.148" 0.005").
        - b. The PVC coating shall be Class 2a, extruded and adhered.
        - c. The fabric height shall be 6'.
          - i. The PVC color shall be as indicated and conform to ASTM F 934.
          - ii. Fabric shall be supplied in rolls of not less than 25' (allowable variance -3").
        - d. PVC coated steel in accordance with ASTM F 668.
        - e. Aluminum coated steel in accordance with ASTM F 491.
        - f. Fabric – 48" 6 GA Finish/9-gauge core., 2" Mesh KK
        - g. Top Rail – 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' in length, joined with 1-5/8" vinyl coated sleeve.

- h. Line Post – 2” O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10’ on center maximum spacing. Concrete footing – 6” diameter, 18” depth.
- i. Terminal Post – 3” O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing – 6” diameter, 36” depth.
- j. fabric with 9 GA. Vinyl coated steel hog ring spaced 24” on center.
- k. Fittings – Vinyl coated regular brace band and carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16” x 3/4” vinyl coated steel tension bar, vinyl coated regular tension band and carriage bolt.
- l. Post Footing – All sections – posts pricing shall include concrete.

**B. Framework**

- 1. Framework shall be round tubular pipe in either of the following types:
  - a. Type I – Schedule 40 pipe conforming to the requirements of ASTM specifications F1083 and F1043 Group I-A, Type A, coating internal and external, minimum average zinc coating weight 1.8 oz/ft<sup>2</sup> of surface.
  - b. Type II – High strength pipe conforming to the requirements of ASTM specification F1043, Group I-C, heavy industrial, Type B or D internal coating. Type B external coating.
  - c. Framework for PVC coated chain link systems shall be either Type I, with supplemental PVC coating in accordance with ASTM 1043, or Type II, with supplemental polyester powder coating in accordance with ASTM F1043. Color shall be in accordance with ASTM F934.
  - d. Allowable variance for outside diameter (o.d.) wall thickness, and weight per foot shall be as required by ASTM specifications F1043 and F1083.
- 2. Framework shall be of the following dimensions for the corresponding fence height and use:

Fence Height (Ft)	Description	NPS* Size	Length of Post	Wall Thickness
6 ft.	Corner Line Top Rail	3 inches	9 ft.	0.216
		2 Inches	8 ft.	0.154
		1 5/8 inches	10 ft. max	0.140

**\*NPS: Normal Pipe Size**

**C. Gates**

- 1. Swing-gate frames shall be fabricated with 2” NPS galvanized pipe with the same specifications used for framework.
- 2. Contractor shall use gate post size listed in accordance with the chart shown below.
- 3. Horizontal bracing is required for frames 6’ or higher.
- 4. Vertical bracing is required for frames 12’ and wider. Vertical braces shall have a maximum spacing of 8’.
- 5. Length of gate post shall be a minimum of 9’ in length.
- 6. Fabric cover – The fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.
- 7. Gates – Single Swing Gate – Framework of 2” Spectra SS-40 pipe, 2.28 lbs. per foot.
- 8. Double Swing Gate – Framework of 2” Spectra SS-40 pipe, 2.28 lbs. per foot.
- 9. Gates braced and trussed as necessary. Same fabric as fence.

10. Gate Post – 4’ Single Swing Gate – 3” O.D. Spectra SS-40 Pipe, Concrete footing – 6” diameter, 36” depth.
11. Double Swing Gate –3” O.D. Spectra SS-40 Pipe, Concrete footing – 6” diameter, 36” depth.
12. Tension Wire – 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence.

Gate Height (Ft)	Gate Width (Ft)	Gate Post Size
6’	14’ swing	6”
	12’ swing	4”
	10’ swing	4”
	8’ swing	4”
	6’ swing	4”
	4’ swing	3”

**D. Braces – Mesh Fabric Fencing (Galvanized or PVC coated)**

1. Corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:
  - a. NPS 1-1/4 (1.660” o.d.) pipe brace rail; and
  - b. 3/8” truss rod with tightener; and
  - c. Other miscellaneous fittings to complete the installation.

**E. Tension Wire**

1. Metallic coated tension wire - tension wire, top and/or bottom, if required, shall be 7-gauge steel wire, and conform to ASTM A824, Type II, zinc coated.
2. PVC coated tension wire – tension wire, top and/or bottom, if requires, shall conform to ASTM F1664 with the PVC coating core wire be 9-gauge.

**F. Tie Wire**

1. Tie wire must be 9-gauge aluminum alloy wire spaced 15” on center for line posts and 24” on center for rails.
2. Tie wire - 8-1/2” 9 GA. Vinyl steel tie wire spaced 15” on center for line posts and 24” on center for rails.

**G. Windscreen**

1. Green and black.
2. Open mesh (70% blockage or greater).
3. Heavy duty vinyl-coated polyester.

**H. Miscellaneous**

1. Other miscellaneous fittings such as post caps, rail ends, braces and tension bands and other fittings as may be necessary to complete the installation, shall be of pressed steel or malleable iron and shall conform to the requirements of ASTM F 626.

**I. Post Settings**

1. All fence posts shall be set in concrete with no filler added according to the following schedule. Concrete holding each post shall be crowned away from post to shed water.
2. Post embedment is minimum depth and shall be measured from bottom end of post to ground level; Loop Caps shall be galvanized pressed steel.

Type of Post	Hole Diameter		Hole Depth		Post Depth of Concrete	
	(to 8')	(over 8')	(to 8')	(over 8')	(to 8')	(over 8')
Line	8"	12"	30"	48"	28"	46"
Terminal	12"	15"	38"	48"	36"	46"
Corner	12"	15"	38"	48"	36"	46"
Gate	Post diameter X 3		38"	48"	36"	46"

**I. Decorative Aluminum Fencing**

1. Upload manufactures catalog for aluminum fencing components.
2. Aluminum fencing must meet minimum specifications:

Industrial Grade Aluminum Fencing 3-Rail Flush Bottom	
Pickets	1.0" x .1.0" x .060" wall
Stringers	1.5" x 1.5"
Side wall	0.100"
Top wall	0.070"
Posts	2.5" x 2.5" x 0.075" walls
Gate Posts	4" x 4" x 0.125" wall 6" x 6" x 0.125" wall
Picket Spacing	4 7/8" on center
Spacing between pickets	3 7/8" air space
Height	72"
Alloy	6105-T5-35,000 PSI

**J. Bracing- Decorative Aluminum Fencing**

1. Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tighter or turnbuckle.
  - a. No brace is required for fabric heights of 6' or less where a top rail is used.
2. When a top rail is used, attach the brace at the halfway point above grade.
3. When a top rail is not used, attach the brace at the two-thirds point above grade.
4. Pull posts shall be used as breaks in vertical grades of 15" and at approximately 330-foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than three degrees (3°). Pull posts shall be braced in both directions.

**K. Installation Requirements**

1. Installation shall be in compliance with all requirements and instructions of applicable manufacturer.



2. Contractor shall visit job sites and be responsible for all field measurements and aware of job conditions.
3. Installation shall be performed 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.
4. Some repair jobs will be minimal and only require one (1) person. The City reserves the right to determine if a specific job warrants a one (1) or more person crew.
5. Installation of chain link fence shall be in accordance with ASTM F 567, and with the following:
6. Post spacing shall be spaced a maximum of 10'0" on center (o.c.). Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.
7. Post foundations (footings) shall be:
  - a. A minimum of 24" deep plus three inches for each increase in fabric height above 4'.
  - b. The diameter of the post foundation shall be four (4) times the post diameter.
  - c. The depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be one-half (1/2) inch greater than the diameter of the post.
  - d. Gate post foundations shall be in accordance with ASTM F 567, Table 2.

#### L. Rail, Pedestrian and Bicycle

1. The work and materials specified under this Section shall be constructed in accordance with the Florida Department of Transportation (FDOT) Design Standards Index 800 Series for Fencing and Pedestrian Railing as further described in the line items of the "Rail Pedestrian and Bicycle" group.
2. Standards can be viewed at:  
<http://www.dot.state.fl.us/rddesign/DS/12/Ser/FencingAndPedestrianRailings.pdf>
3. Work items include:
  - a. New – Rail, Steel or Aluminum, Various with Hardware – Includes all hardware, brackets, end caps, and incidentals necessary to install new designated rail. Measured per linear foot.
  - b. Replacement – Rail, Steel or Aluminum, Various – Includes the removal of and disposal of unsalvageable damaged rail and replacement with new designated rail and includes all necessary hardware. Measured per linear foot.
2. **Working Hours:** The normal working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding City-observed holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. City may decline the request.

#### WRITTEN QUOTES

1. Contractor shall submit a detailed written estimate of the proposed services 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. Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
2. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote for new installation shall be submitted with a clear sketch or drawing indicating work being quoted showing distance, and direction and swing of any gates (if applicable).

3. Quotes will be submitted to the City Project Manager, Brian Herrick, via email [bherrick@ocalafl.org](mailto:bherrick@ocalafl.org).

### **CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

### **CONTRACTOR RESPONSIBILITIES**

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. All furnishings and equipment shall be placed back in the original locations. All work areas must be returned to original condition. 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 prosecution of work, and shall have the work in a neat and presentable condition. Any and all debris shall be removed from the premises, new construction debris, trash, etc. shall not be left or buried on site.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workers and all persons in or around the work area.

6. **Utility Locating:** 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.
7. **Emergencies:** Any emergency situations must be reported immediately to the Stormwater Systems Manager, Brian Herrick (352) 351-6733. If a disaster occurs, the City of Ocala will be first priority for any emergency repair that may harm any person or property. The City Manager shall determine what constitutes a disaster. Contractor must respond to a call for emergency work within two (2) hours.

### SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

### SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

### WARRANTY

1. Contractor shall provide a one-year unconditional material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use or the manufacturer's warranty, whichever is greater.
2. If defects occur which are due to faulty material or service, the Contractor, at their expense, shall repair or adjust the condition or replace material to the satisfaction of the City.

**Exhibit B - PRICE PROPOSAL**

**CONTRACT# PWD/210562**

**INITIAL CONTRACT TERM PRICING**

ITEM	DESCRIPTION	UOM	UNIT COST
<b>Galvanized Fencing</b>			
1	6' Galvanized fence fabric	FT	\$ 5.70
2	Top Rail (Galvanized)	EA	\$ 82.00
3	Line Post (Galvanized)	EA	\$ 37.00
4	End Post (Galvanized)	EA	\$ 100.00
5	Corner Post (Galvanized)	EA	\$ 100.00
6	Tension Wire (Galvanized)	LF	\$ 0.25
7	Wire Ties (Galvanized)	EA	\$ 0.20
8	6' x 14' wide single swing gate (Galvanized)	EA	\$ 1,125.00
9	6' x 12' wide single swing gate (Galvanized)	EA	\$ 900.00
10	6' x 10' wide single swing gate (Galvanized)	EA	\$ 775.00
11	6' x 8' wide single swing gate (Galvanized)	EA	\$ 500.00
12	6' x 6' wide single swing gate (Galvanized)	EA	\$ 425.00
13	6' x 4' wide single swing gate (Galvanized)	EA	\$ 400.00
14	Gate Hinge Kit (Galvanized)	EA	\$ 50.00
15	6" Gate Post (Galvanized)	EA	\$ 325.00
16	4" Gate Post (Galvanized)	EA	\$ 155.00
17	3" Gate Post (Galvanized)	EA	\$ 100.00
18	Post Cap (Galvanized)	EA	\$ 6.76
19	Rail End (Galvanized)	EA	\$ 2.00
20	Brace (Galvanized)	EA	\$ 1.78
21	Tension Band (Galvanized)	EA	\$ 1.65
22	Chain link drop rod kit (Galvanized)	EA	\$ 30.00
<b>PVC Coated Fencing</b>			
23	6' PVC coated fence fabric	FT	\$ 7.65
24	Line Post ((PVC coated)	EA	\$ 50.00
25	End Post (PVC coated)	EA	\$ 126.45
26	Corner Post (PVC coated)	EA	\$ 126.45
27	Top Rail (PVC coated)	EA	\$ 98.49
29	Tension wire (PVC coated)	LF	\$ 0.25
30	End Pull Corner Post (PVC coated)	EA	\$ 126.45
31	Wire Ties (PVC coated)	EA	\$ 0.20
32	6' x 12' wide single swing gate (PVC coated)	EA	\$ 1,058.00
33	6' x 10' wide single swing gate (PVC coated)	EA	\$ 911.00
34	6' x 8' wide single swing gate (PVC coated)	EA	\$ 588.00
35	6' x 6' wide single swing gate (PVC coated)	EA	\$ 500.00
36	6' x 4' wide single swing gate (PVC coated)	EA	\$ 470.00
37	Gate Hinge Kit (PVC coated)	EA	\$ 70.00
38	6" Gate Post (PVC coated)	EA	\$ 544.70
39	4" Gate Post (PVC coated)	EA	\$ 170.00
40	3" Gate Post (PVC coated)	EA	\$ 126.45
41	Post Cap (PVC coated)	EA	\$ 6.20
42	Rail End (PVC coated)	EA	\$ 4.70
43	Brace (PVC coated)	EA	\$ 2.60
44	Tension Band (PVC coated)	EA	\$ 2.30
45	Drop rod kit (Powder coated)	EA	\$ 60.00

**Exhibit B - PRICE PROPOSAL**

**CONTRACT# PWD/210562**

**INITIAL CONTRACT TERM PRICING**

ITEM	DESCRIPTION	UOM	UNIT COST
<b>Decorative Aluminum Fencing</b>			
46	6' x 8' decorative aluminum fence panel	EA	\$ 305.00
47	Decorative aluminum fence panel post	EA	\$ 55.00
48	6' x 4' decorative aluminum walkthrough gate	EA	\$ 620.00
49	6' x 8' decorative aluminum swing gate	EA	\$ 1,100.00
50	6' x 10' decorative aluminum gate	EA	\$ 1,180.00
51	6' x 12' decorative aluminum gate	EA	\$ 1,295.00
52	4" decorative aluminum post	EA	\$ 80.00
53	6" decorative aluminum post	EA	\$ 250.00
<b>FDOT 870/880 2 and 3-Rail</b>			
54	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$ 10.00
55	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	\$ 5.00
56	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$ 5.00
57	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$ 10.00
58	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in dirt	LF	\$ 5.00
59	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in dirt	LF	\$ 5.00
60	New 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$ 10.00
61	New 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	\$ 5.00
62	New 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$ 5.00
63	Replace 3-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$ 10.00
64	Replace 2-Rail Steel - FDOT Index No. 880 Pedestrian installed in concrete/asphalt	LF	\$ 5.00
65	Replace 2-Rail Aluminum - FDOT Index No. 870 Bicycle installed in concrete/asphalt	LF	\$ 5.00
66	3-Rail Aluminum installation hardware kit	EA	\$ 10.00
67	2- Rail Steel installation hardware kit	EA	\$ 5.00
68	2-Rail Aluminum installation hardware kit	EA	\$ 5.00
69	Removal of and disposal of unsalvageable damaged rail	LF	\$ 5.00
<b>Wood Stockade Fencing</b>			
70	6' x 8' wood stockade fence panel (pressure treated pine)	EA	\$ 115.00
71	6' x 8' Wood stockade swing gate (pressure treated pine)	EA	\$ 300.00
72	Gate post (pressure treated pine) 4" x 4" x 10'	EA	\$ 18.16
<b>Miscellaneous</b>			
73	Commercial drop rod kit	EA	\$ 30.00
74	3000 psi Concrete	50 lbs	\$ 4.00
75	3' Bulldog hinge	EA	\$ 20.00
76	4" Bulldog hinge	EA	\$ 25.00
77	8" Bulldog hinge	EA	\$ 39.00
78	2" Pressed steel loop cap	EA	\$ 3.00
79	Windscreen	LF	\$ 3.00
80	Additional clearing with mower (2-man crew with tools)	HR	\$ 130.00
81	Additonal clearing with bush hog up to 4" tree (2-man crew with tools)	HR	\$ 130.00
82	Installation, Removal, Repair rate charge 2-person crew with tools- straight time (normal working hours: Monday - Friday, 7 AM - 5 PM)	HR	\$ 130.00
83	Installation, Removal, Repair rate charge 2-person crew with tools - after hours (outside of normal working hours)	HR	\$ 130.00
84	Removal of old fence up to and including 6' high, including labor	LF	\$ 2.00
85	Installation and removal of temporary fencing, including materials and labor	LF	\$ 8.00

<b>TITLE</b>	For Signature: Stormwater Fencing Installation and Repairs...
<b>FILE NAME</b>	For Signature - A... (PWD 210562).pdf
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