



**CITY OF NORTH PORT PROCUREMENT REQUEST FORM
EMERGENCY/EXIGENCY PROCUREMENT
(IN ACCORDANCE WITH FEDERAL GUIDELINES)**



DEPARTMENT/DIVISION Public Works / Road and Drainage

NAME OF REQUESTOR Garrett Woods

NAME OF PREPARER Garrett Woods

DATE COMPLETED 10/05/2022

The City shall not be bound by any transactions made contrary to procurement procedures.

For the Procurement Official to process a requisition or visa purchase request related to an **emergency or exigent purchase**, this form must be completed and submitted by the requesting party to Purchasing with the request. **THE CITY MANAGER MUST BE NOTIFIED IMMEDIATELY (VIA EMAIL/PHONE), FOLLOWED BY THE PURCHASING DIVISION.**

*When referring to procurement activity, FEMA defines both **exigency and emergency** as situations that demand immediate aid and action. The difference between the two is as follows:*

*In the case of an **exigency**, there is a need to avoid, prevent or alleviate serious harm or injury, financial or otherwise, to the applicant, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.*

*In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.*

Emergency or Exigency (in accordance with FEMA guidelines, must specify, see definitions above):

EMERGENCY

Name of Event (if applicable): Hurricane Ian

Project Number for Event (if applicable): IAN22

- A. Description of Item(s) Purchased and Detailed Circumstances of the Emergency or Exigency Purchase/Service:** Must answer who, what, when, where, why and how in the box below or separate memo. (Attach quote back-up).

The Department of Public Works Infrastructure and Facilities Division is in need of emergency services to repair a damaged infrastructure asset in response to Hurricane Ian. A bridge located on Price is experiencing subgrade failure and road crossing failure on Price Blvd at Blue Ridge Waterways. The waterway crossing will be completely replaced during Phase II of Price Widening Project. The repair has a direct immediate impact to the health, safety and welfare for our occupants and visitors that travel on and live adjacent to Price Blvd. In summary, the bridge support traffic on Price Blvd has developed emergency reconstruction needs due to damaged infrastructure which is undermining the structural integrity of the asset. This asset is a vital component to the City of North Ports Road and Drainage Districts transportation and conveyance system.



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B. Total Cost of Purchase: \$ 437,191.25

Account #: 107-5000-541.63-00

Project #: IAN22

C. Vendor Information

Vendor Name: Dejonge Excavating Contractors Contact: Leigh Dejonge

Address: 3500 Rustic Road

City: Nokomis State: Florida Zip: 33275

Phone: 941-485-7751 Email or Website Address: dex@dejongeexcavating.com

I acknowledge that the procurement described herein was made in a manner consistent with the emergency procurement requirements of the City of North Port Procurement Code and Procurement Manual. I have been made aware of the Procurement Code (available on the P-Drive and Intranet) and the policies and procedures related to the City's procurement system.

GARRETT WOODS
Digitally signed by GARRETT WOODS
Date: 2022.10.06 10:30:02 -04'00'

Chuck Speake
Digitally signed by Chuck Speake
Date: 2022.10.06 11:45:12 -04'00'

Requestor _____ **Date** _____

Department Director _____ **Date** _____

Lisa Herrmann
Digitally signed by Lisa Herrmann
Date: 2022.10.06 14:00:35 -04'00'

Ginny Duyn
Digitally signed by Ginny Duyn
Date: 2022.10.07 09:26:34 -04'00'

Budget Administrator _____ **Date** _____

Purchasing _____ **Date** _____

Lisa Herrmann
Digitally signed by Lisa Herrmann
Date: 2022.10.07 12:47:58 -04'00'

Finance Director _____ **Date** _____

Assistant City Manager _____ **Date** _____

Jerome Fletcher
Digitally signed by Jerome Fletcher
DN: DC=northport, DC=city, OU=Departments, O=CityManager, CN=Jerome Fletcher, E=fletcher@cityofnorthport.com
Reason: I am the author of this document
Location: your signing location here
Date: 2022.10.07 15:10:47 -04'00'
Foxit PDF-Reader Version: 11.1.0

City Manager _____ **Date** _____

PRINT **Clear All Fields**

Garrett Woods

From: Miles Hall <mhall@dejongeexcavating.com>
Sent: Wednesday, October 5, 2022 5:25 PM
To: Garrett Woods; PWFinance
Cc: Leigh DeJonge; Andrew DeJonge; Tricia Wisner; Danny Quick; Frances N. Lugo; Chuck Speake
Subject: RE: [EXTERNAL] New Repair Contract Waterway Crossing Repair Estimates
Attachments: Price Blvd Creighton Waterway Repair 10-5-22.pdf; Price Blvd Lagoon Waterway Repair 10-5-22.pdf; Price Blvd Blue Ridge Waterway Repair 10-5-22.pdf; Price Blvd MacCoaghney Waterway Repair 10-5-22.pdf

EXTERNAL EMAIL: This email is from an external source! Be careful of

All,

Here are the repair budget estimates. Due to current site conditions these estimates were based on the worst case scenarios that may be encountered. Please keep in mind that these estimates do not include any new storm water drainage pipes or structures on MacCaughey, Creighton, or Lagoon Waterways. Should storm water pipe or structures be required in addition to these estimates it will be provided in a separate budget. Please contact us if you have any questions.

Regards,

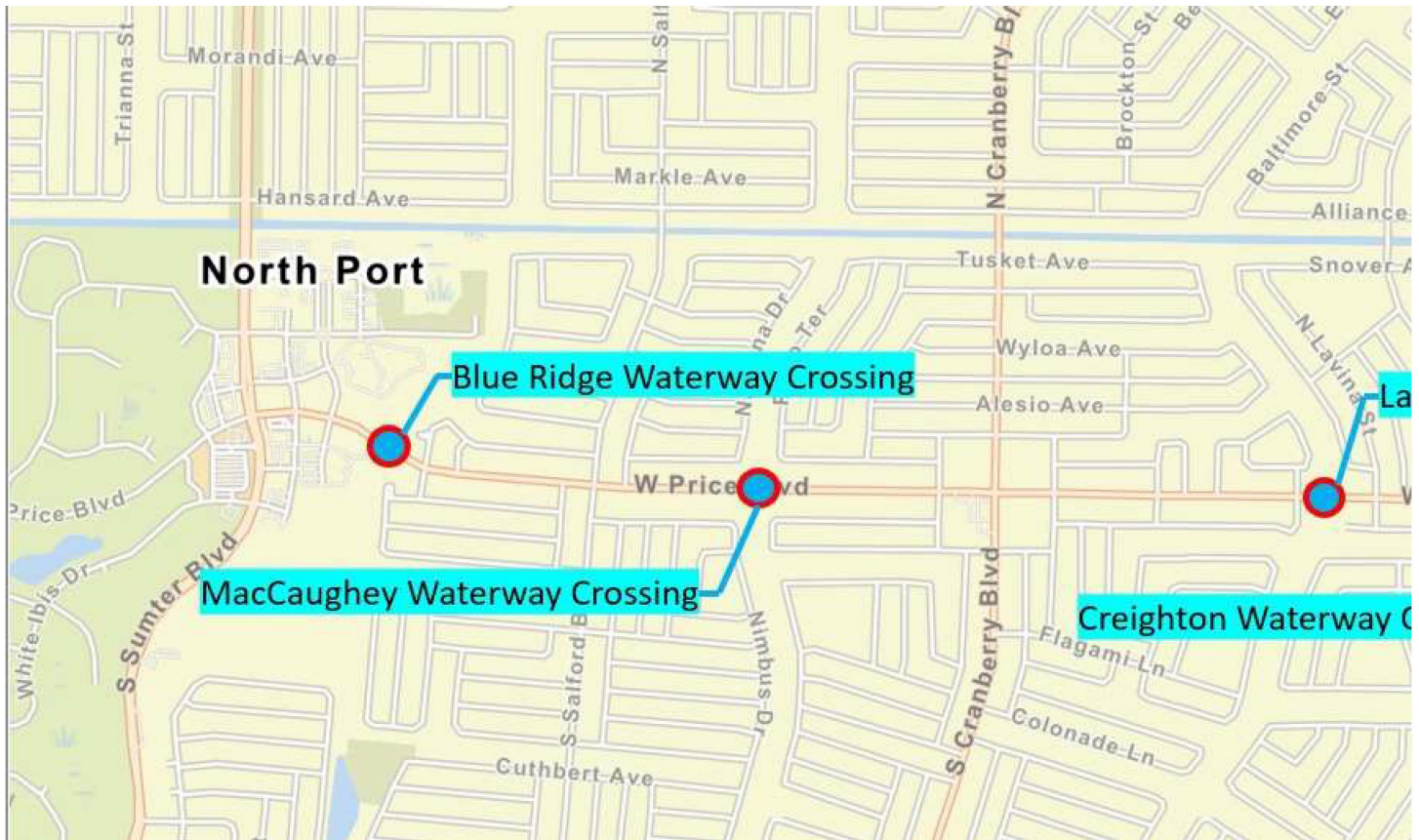
Miles Hall

Dejonge Excavating Contractors
O: (941) 485-7799
C: (941) 716-2847

From: Garrett Woods <gwoods@northportfl.gov>
Sent: Wednesday, October 5, 2022 12:42 PM
To: Miles Hall <mhall@dejongeexcavating.com>; PWFinance <PWFinance@northportfl.gov>
Cc: Leigh DeJonge <ldejonge@dejongeexcavating.com>; Andrew DeJonge <adejonge@dejongeexcavating.com>; Tricia Wisner <twisner@northportfl.gov>; Danny Quick <dquick@northportfl.gov>; Frances N. Lugo <flugo@northportfl.gov>; Chuck Speake <cspeake@northportfl.gov>
Subject: RE: [EXTERNAL] New Repair Contract

Hello Miles and Leigh,

Per my phone conversation, can you please respond all to this email with the estimates on the bridge repairs in the city of north port.



Garrett Woods

Business Manager – Public Works Department

City of North Port

1100 N Chamberlain Blvd

North Port, FL 34286

Phone 941.240.8087

Cell 941.224.7744

Fax 941.240.8063

gwoods@northportfl.gov

<https://www.northportfl.gov/>

United States national motto: "In God We Trust"

From: Miles Hall <mhall@dejongexcavating.com>

Sent: Tuesday, October 4, 2022 12:51 PM

To: PWFinance <PWFinance@northportfl.gov>

Cc: Garrett Woods <gwoods@northportfl.gov>; Leigh DeJonge <ldejonge@dejongexcavating.com>; Andrew DeJonge <adejonge@dejongexcavating.com>

Subject: RE: [EXTERNAL] New Repair Contract

EXTERNAL EMAIL: This email is from an external source! Be careful of

Sorry, typo in the email address I just caught.

From: Miles Hall
Sent: Tuesday, October 4, 2022 12:49 PM
To: pmfinance@northportfl.gov
Cc: gwoods@northportfl.gov; Leigh DeJonge <ldejonge@dejongeexcavating.com>; Andrew DeJonge <adejonge@dejongeexcavating.com>
Subject: FW: [EXTERNAL] New Repair Contract

Garret,

Here is the updated contract we sent previously. Let us know if you need anything else.

Regards,

Miles Hall

DeJonge Excavating Contractors
O: (941) 485-7799
C: (941) 716-2847

From: Andrew DeJonge <adejonge@dejongeexcavating.com>
Sent: Tuesday, October 4, 2022 12:46 PM
To: Miles Hall <mhall@dejongeexcavating.com>
Subject: FW: [EXTERNAL] New Repair Contract

Andrew DeJonge

DeJonge Excavating Contractors Inc.
203 S Jackson Rd
Venice, FL 34292
ADeJonge@DeJongeExcavating.com

From: Andrew DeJonge
Sent: Thursday, September 22, 2022 3:30 PM
To: Garrett Maddy <gmaddy@northportfl.gov>
Subject: RE: [EXTERNAL] New Repair Contract

See attached

Andrew DeJonge

DeJonge Excavating Contractors Inc.
203 S Jackson Rd
Venice, FL 34292

ADeJonge@DeJongeExcavating.com

From: Garrett Maddy <gmaddy@northportfl.gov>
Sent: Thursday, September 22, 2022 2:00 PM
To: Andrew DeJonge <adejonge@dejongeexcavating.com>
Subject: Re: [EXTERNAL] New Repair Contract

Hey Andrew,

If you want you can just send it to me and I'll find the person it goes to.

Thanks,
Garrett

From: Andrew DeJonge <adejonge@dejongeexcavating.com>
Sent: Thursday, September 22, 2022 8:33 AM
To: Garrett Maddy <gmaddy@northportfl.gov>
Cc: Nicole Brown <nbrown@northportfl.gov>; Drew Johnson <djohnson@northportfl.gov>
Subject: [EXTERNAL] New Repair Contract

EXTERNAL EMAIL: This email is from an external source! Be careful of

Garrett,

Im not sure who at the city needs to get a copy of the new repair contract we Have with Sarasota County, The city of North port has used this in the past.

Andrew DeJonge

DeJonge Excavating Contractors Inc.
203 S Jackson Rd
Venice, FL 34292
ADeJonge@DeJongeExcavating.com

From: Garrett Maddy <gmaddy@northportfl.gov>
Sent: Monday, September 19, 2022 12:50 PM
To: Andrew DeJonge <adejonge@dejongeexcavating.com>
Cc: Michael McHale <mmchale@northportfl.gov>
Subject: City of North Port Vendor Registration

Good Afternoon,

Our records indicate that vendor information and forms we have on file with our Purchasing Department have expired. Accordingly, please complete the attached required vendor forms and return to me as soon as possible along with a copy of your W-9 and updated certificate of insurances (if applicable) so we may avoid delay in issuing purchase orders. This is in preparation of our upcoming Fiscal Year.

If you should have any questions concerning the information requested, please do not hesitate to contact me at your earliest convenience.

Thank you,

Garrett Maddy

Field Services Specialist

gmaddy@cityofnorthport.com

941-628-8182



De Jonge Excavating Contractors, Inc.

Excavating. Grading & Underground Utilities

203 Jackson Road, Venice, FL. 34292

(941) 485-7799

info@DeJongeExcavating.com

To: City of North Port	Contact:
Address: North Port	Phone:
	Fax:
Project Name: Price Blvd Blue Ridge Waterway Repair	Bid Number:
Project Location:	Bid Date:

Item Description

Mobilization
18" RCP
18" Headwall
12" Crushed Concrete Road Base
Asphalt Restoration
F Curb Restoration
4" Concrete Sidewalk Restoration
ADA Sidewalk Ramp Restoration
Imported Fill Dirt For Washout Locations
Grading
Guard Rail
Striping Restoration
Rip Rap Restoration
Sod - Bahia Restoration

Total Bid Price: \$437,191.25

Notes:

- Payment is due within 30 days of payment application. Each day past the 30 day payment period will incur a 1.5% interest charge.
- The contractor will not be held responsible for any incidental damage to unlocated/improperly located utilities
- Pricing set forth in this budget is in accordance with Sarasota County Contract #22316FO.
- The City of North Port is responsible for notifying local Police, Schools, Fire Departments, etc. of construction activities.
- This budget proposal does not include any utility improvements or relocations.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Your Company Name Authorized Signature: _____ Estimator: _____
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**TERM CONTRACT FOR
SCHEDULED AND EMERGENCY REPAIRS AND
INSTALLATIONS OF UTILITY INFRASTRUCTURE**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **DEJONGE EXCAVATING CONTRACTORS, INC.**, a Florida corporation, hereinafter referred to as "Contractor."

This Contract, including its Exhibits A, B, and C, attached hereto, Invitation for Bids (IFB) #222316FO and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

Contractor and County acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

**DEJONGE EXCAVATING CONTRACTORS,
INC.:**

BY:

DocuSigned by:
Andrew DeJonge
246D87D7F7844B6...

Vice President

07-28-2022

SARASOTA COUNTY

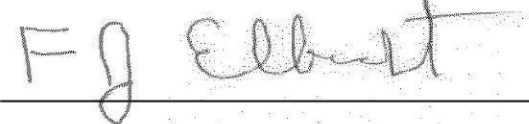
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY:


Jonathan R. Lewis,
County Administrator **8/31/2022**

*Delegated pursuant to motion of the Board of
County Commissioners at a Board Meeting*

Approved as to form and correctness:

BY: 

COUNTY ATTORNEY

JRV

**TERM CONTRACT FOR
SCHEDULED AND EMERGENCY REPAIRS AND
INSTALLATIONS OF UTILITY INFRASTRUCTURE**

Terms and Conditions

WITNESSETH

WHEREAS, the County requires the services of a contractor to perform scheduled and emergency repairs and installations of utility infrastructure; and,

WHEREAS, the County issued Invitation for Bids (IFB) #222316FO on April 13, 2022; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County approved a Notice of Recommended Award on May 27, 2022; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for scheduled and emergency repairs and installations of utility infrastructure in accordance with the Scope of Services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. This Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.
- B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed

**TERM CONTRACT FOR
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under this Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

- C. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Contract.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

**TERM CONTRACT FOR
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VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

- B. This section shall survive the termination or expiration of this Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.

- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.

- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or

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debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.

- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made,

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or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

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- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.
 - 1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 - 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the County may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- G. The County reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

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- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 3. Claims made, or likely to be made, against the County or its property;
 4. Damages to the County or a third party caused by the Contractor;
 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

**TERM CONTRACT FOR
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G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

**TERM CONTRACT FOR
SCHEDULED AND EMERGENCY REPAIRS AND
INSTALLATIONS OF UTILITY INFRASTRUCTURE**

Phone: 941-861-5886

Email: publicrecords@scgov.net

XV. MISCELLANEOUS

- A. This Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- C. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.
- G. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- J. The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law.

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- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:		County's Administrative Agent:	
Name:	<u>Leigh DeJonge</u>	Name:	<u>Valerie Craig</u>
Title:	<u>President</u>	Title:	<u>Business Professional II</u>
Address:	<u>203 S. Jackson Rd</u> <u>Venice, FL 34292</u>	Address:	<u>1001 Sarasota Center Blvd,</u> <u>Sarasota, FL 34240</u>
Telephone:	<u>941-809-3721</u>	Telephone:	<u>941-861-0756</u>
E-mail:	<u>LDeJonge@DeJongeExcavating.com</u>	E-Mail:	<u>vcraig@scgov.net</u>

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Contract
 - 2. Solicitation
 - 3. County's Purchase Order

EXHIBIT A SCOPE OF SERVICES

1. OVERVIEW

Scheduled and emergency repairs and installations of utility infrastructures that shall be performed by the Contractor may include, but not be limited to, the following:

- A. Installation, repair, replacement, relocation, and maintenance of potable water mains, wastewater gravity mains, wastewater force mains, wastewater vacuum mains, reclaimed water mains, reject water mains; installation of laterals, hydrants, and valves; performance of ancillary services such as excavating trenches and disposing of surplus trench material, providing suitable backfill material, and site restoration.

- B. New installation, repair, replacement, relocation, and maintenance for the stormwater conveyance systems including, but not limited to, stormwater structures such as control structures, catch basins, manholes, junction boxes; corrugated metal or reinforced concrete oval or elliptical, round, or boxed pipelines; lakes, ponds, or canals, and clearing or cleaning of ditches, drainage swales, or canals; performance of ancillary services such as excavating trenches and disposing of surplus trench material, providing suitable backfill material, and site restoration.

- C. The Contractor shall provide all labor, expertise, equipment, incidental materials, primary materials (ex. pipe, fittings, tees, meters, valves, hydrants etc.) and administrative paperwork necessary to satisfactorily complete both scheduled and emergency repairs and installations of utility infrastructures on a variety of sites throughout Sarasota County, including, but not limited to, the following tasks:
 - i. Plumbing and pipe repair on various materials and lengths of pipe.
 - ii. Heavy equipment work including crane work, excavator, bulldozing, etc.
 - iii. Repairs and modifications to wastewater, potable water, and reclaimed water lines.

- D. Other utility infrastructure maintenance and repair services as requested by the County on an as-needed basis.

2. DEFINITION OF TERMS

- A. **Normal Business Hours:** Defined as Monday through Friday 7:00 a.m. – 5:00 p.m. eastern standard time (EST), excluding County observed holidays.
- B. **Emergency:** An emergency is defined by §s.556.109, Florida Statutes (F.S.), as any condition constituting a clear and present danger to life

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or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in the County's infrastructure; or any impairment of public roads or utilities that requires immediate repair, as determined by Florida Department of Transportation (FDOT) or another affected political subdivision.

- C. **Specialized Subcontractors:** Contractors performing work requiring specialized equipment, not included in the Fee Schedule (ex. Florida Power and Light Co., asphalt, concrete, landscape installation, pipe bursting, density reporting etc.)

3. SERVICE REQUIREMENTS AND SPECIFICATIONS

A. RULES AND REGULATIONS

Using federal, state, and County standards as guidelines, all work shall be performed in full accordance with all applicable rules, laws, codes, ordinances, and regulations, including, but not limited to, the following:

- i. Rules and regulations pertaining to wastewater and reclaimed water spill prevention, containment and mitigation.
- ii. National Pollutant Discharge Elimination System (NPDES) 40 CFR part 122
- iii. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (current edition)
- iv. Florida Building Codes
- v. Florida Trench Safety Act (F.S. Title XXXIII, PART III, §553.60-553.64)
- vi. Underground Facility Damage Prevention and Safety Act (UFDPSA), F.S. Chapter 556
- vii. Occupational Health and Safety Act (OSHA) 29 Code of Federal Regulation (CFR) 1926.650 (subpart P).
- viii. Sarasota County's Ordinance 2011-044: Uniform Water, Wastewater, and Reclaimed Water Systems Code
- ix. Sarasota County Solid Waste Disposal Ordinance 2019-052.
- x. Sarasota County Land Development Regulations - Chapter 74
- xi. American National Standard (ANS)
- xii. American Society for Testing and Materials (ASTM) Standards
- xiii. American Water Works Association (AWWA) Standards
- xiv. Underwriters Laboratories (UL) Standards

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B. TECHNICIANS AND EQUIPMENT OPERATORS

- i. As applicable, the Contractor's employees shall have the ability (including possessing the required license(s)) to operate both large and standard size equipment, including excavators, crane trucks, and other heavy equipment, listed on the Fee Schedule.
- ii. The Contractor's employees should be able to machine, weld, modify, and fabricate parts.
- iii. The Contractor shall be paid hourly at the labor rate indicated on the Fee Schedule. Hourly charges for the foreman, equipment operator, skilled laborer, laborer, and certified welder shall begin when they arrive at the jobsite.

C. EQUIPMENT

- i. All trip charges, mileage, vehicle charges, and travel time is to be included in the hourly rate for the use of equipment on the Fee Schedule. Only time on the job site may be charged.
- ii. Equipment sitting idle on the job site shall not be considered billable. Only equipment actively operating for the completion of services shall be considered for billing purposes.
- iii. The Contractor shall provide pumps and/or tanker trucks to provide bypass wastewater flow in order to prevent customer service outages and/or spills.
 - a. The Contractor shall own and operate equipment identified on the Fee Schedule without assistance of sub-contractors or equipment rental agencies.
 - b. If required by the County, specialized equipment, rented by the Contractor only, may be utilized through a rental agency and billed according to the hourly rate indicated on the Fee Schedule (ex. specialized trench shoring boxes and equipment, core drills, advanced bypassing systems, High Density Polyethylene (HDPE) pipe fabrication equipment). Subcontractor markup would not apply.

D. MATERIALS

- i. All materials shall be in accordance with Sarasota County Uniform Water, Wastewater, and Reclaimed Water Systems Code.
- ii. The Contractor shall charge their cost for materials plus the materials markup as listed on the Fee Schedule. The Contractor's invoices must include supply house backup that clearly shows the manufacturer's part number, description,

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supply house cost. The Contractor will submit with their invoice to the County, all invoices from suppliers and other trade partners for the purpose of verifying materials associated with the costs.

- iii. The County reserves the right to provide materials to the Contractor for all work performed including, but not limited to, pipes, fittings, tees, meters, valves, hydrants etc. If the County intends to provide materials, it will be communicated during initial contact.

E. RESTORATION

- i. The Contractor shall provide proper compaction of all excavations under public roadways as required by Sarasota County's Ordinance 2011-044 and the ability to provide compaction and documented density testing according to the requirements of the FDOT for all excavations under state-owned roadways and right of ways from a certified testing company.
- ii. The Contractor shall provide proper concrete, road base and asphalt restoration for sidewalks, curbs, drives, parking areas and County-owned roadways according to Sarasota County's Ordinance 2011-044 and the Sarasota County Land Development Regulations for Subdivisions and Site and Development Plans (LDR) or the FDOT for state-owned roadways.
- iii. Temporary and permanent traffic stripping shall be restored, if applicable.
- iv. The Contractor shall perform restoration services for turf and landscaping removed or damaged by construction activities.

F. PERMITS

- i. If permits are required for specified work identified on a Work Order (WO), the Contractor shall be responsible for obtaining advanced written pre-approval for all necessary permits from the County. The Contractor shall be reimbursed for the total cost of the permitting and provide supporting documentation (example: receipt from Building Department) that clearly shows the costs.
- ii. Upon completion of any work requiring a permit, the Contractor shall provide evidence the work was approved by the regulatory authorities and completed.

G. TEMPORARY TRAFFIC CONTROL (TTC)

- i. If Temporary Traffic Control (TTC) is required, the Contractor shall receive advance written approval from the County for the

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need of the subcontracted TTC. The Contractor's invoice shall indicate the total cost of any in-house TTC (Line Item #s 12 to 15 of the Fee Schedule) or subcontractor TTC work (Line Item #76 of the Fee Schedule).

- a. The Contractor will be required to be in general compliance with State of Florida Department of Transportation TTC methods and guidelines.
 - b. A minimum of one (1) Contractor employee or subcontracted company will hold a Florida Department of Transportation (FDOT) Advanced TTC certification while performing TTC work under the contract.
- ii. For all scheduled work, a TTC plan shall be presented to the County's Administrative Agent or designee for approval before work is authorized to commence.

H. DEBRIS REMOVAL AND LANDFILL DISPOSAL

- i. The Contractor is responsible for the disposal of all waste matter that results from service performance. The disposal of all debris shall be performed as per Sarasota County Solid Waste Disposal Ordinance 2019-052.
- ii. All debris related to the Contractor's work, including personal debris from Contractor's personnel, shall be removed from the job site by the end of each day. No debris may obstruct County operations or the general public.
- iii. Hazardous waste disposal by the Contractor must comply with the State of Florida Hazardous Waste disposal regulations as defined by the Division of Waste Management.
- iv. If landfill disposal is required, the Contractor shall collect the disposal tickets and be reimbursed for the cost of the disposal fees at their face value (no markups).

I. ENVIRONMENTAL PROTECTION

- i. No waste or erosion materials shall be allowed to enter natural or manmade water or sewage removal systems. Erosion materials from excavations, borrow areas, or stockpiled fill shall be contained within the work area. The Contractor shall develop methods for control of waste and erosion, which shall include such means as filtration, settlement, and manual removal to satisfy the above requirements.
- ii. No burning of waste or debris shall be allowed.
- iii. The Contractor shall provide proper siltation control, dewatering, sheeting, bedding and backfilling of all excavation as required by Sarasota County's Ordinance 2011-044.

J. MATERIAL UNCOVERED DURING CONSTRUCTION

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- i. The Contractor shall provide all labor, materials, supplies, and incidentals to protect onsite workers and the general public from exposure to potentially hazardous substances, and to prevent spread of potentially contaminated or hazardous substances. This may include, but not be limited to, the following:
 - a. Buried drums or containers with unknown or known toxic contents.
 - b. Groundwater or soils of unnatural color.
 - c. Spills or leaks of chemicals, solvents or petroleum products.
 - d. Unusual odors.
 - e. Other perceived threats.
- ii. If a potentially hazardous substance is discovered during the performance of services, the Contractor shall cease work immediately and inform the County's Administrative Agent or designee.
- iii. The Contractor shall leave the potentially hazardous substance in place and stop work in the immediate area. If the material appears to be leaking or spreading, the Contractor shall contain or abate the spread of the material.
- iv. The Contractor shall take all measures to prevent the release of the material to the environment and protect all onsite workers and the general public from the potential exposure. During the course of substance containment or evacuation of site personnel, the Contractor shall protect onsite workers, non-workers and the general public from contact with or exposure to the contaminated substance or materials.

K. AUDIO-VIDEO RECORDING

If requested by the County's Administrative Agent or designee, prior to performing the applicable service, the Contractor shall take photograph(s) or video(s) in order to document the existing condition of the products. The Contractor shall submit the photograph(s) or video(s), by any means acceptable to the County, prior to commencing work and upon completion, if requested. Audio-Video recordings shall comply at a minimum, but not be limited to, the following criteria:

- i. General: Prior to commencing work, the Contractor shall have a continuous color audio-video electronic media site recording taken of the entire job site to serve as a record of pre and post construction conditions. The electronic media used shall be consistent with the latest available audio-video technology. A total audio-video site recording system and the procedures employed in its use shall be such as to produce a finished project that will fulfill the technical requirements of the project. The

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- video portion of the recording shall produce bright sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.
- ii. Visibility: All recording shall be performed during a time of good visibility; no recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce sharp, bright recordings of those subjects.
 - iii. Coverage: The recordings shall contain coverage of all surface features within the construction zone of influence. These features shall include, but not be limited to, all roadways, pavement, retention ponds, railroad tracks, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, landscaping, trees, and fences. Of particular concern shall be the existence or non-existence of any faults, fractures or defects. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.
 - iv. Continuity of Coverage: The coverage shall consist of a single continuous unedited recording which begins at one end of a particular construction area; however, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized interrelated sequence of recordings at various positions along that proposed construction area e.g., wooded easement area. Such coverage shall be obtained by walking or by a special conveyance approved by the County.
 - v. Acceptance: The County shall have the authority to reject all or any portion of the audio-video recordings not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall promptly reschedule the re-recording of unacceptable coverage after being notified. The County will designate those areas, if any, to be omitted from or added to the audio-video coverage. The audio-video recordings shall not be made more than thirty days prior to construction start. All audio/video recordings and written records related to the recordings shall become property of the County.
 - vi. Measurement and Payment: Measurement and payment for this item shall be made at the contract lump sum price for the pre and post-construction video. This price shall be full compensation for all costs incurred including, but not limited to all labor, materials, and equipment necessary for satisfactory completion of the

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preparation, delivery, and acceptance by the County.

L. LOCATES

The Contractor is responsible for initiating locate requests through Sunshine 811 per Underground Facility Damage Prevention and Safety Act §556 F.S., to locate and mark the underground facilities prior to commencing work.

4. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for providing equipment, materials, tools, transportation, labor, expertise, administrative paperwork, sub-contractors (if applicable) and all other services or facilities of any nature necessary to completely, efficiently, and expeditiously perform the services described herein.
- B. Every Contractor's field personnel must have at least one (1) employee on site that can effectively communicate in English with the County staff or with the public.
- C. The Contractor's field personnel shall always represent the Contractor and the County in a courteous and professional manner. The Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the County, in accordance with recommendations made by the Administrative Agent or designee. At the discretion of the Administrative Agent or designee, the County shall have the sole right to require the Contractor to remove personnel assigned at any level for the performance of work.
- D. The Contractor, or Contractor's authorized personnel, shall be available during Normal Business Hours to discuss any issues which may arise. In addition, the Contractor shall designate an after-hours contact person, and alternate if desired, who will be available to discuss any issues which may arise outside of Normal Business Hours. The Contractor shall provide the name, telephone number, cell phone number, and email address for all contact persons and alternates upon notification of award and prior to the beginning of any work.
- E. The Contractor is required to participate in performance and project report meetings as deemed necessary by the County at no additional charge.
- F. All Contractor vehicles used for the performance of services shall prominently exhibit the name of the Contractor's company. Work vehicles will be operated safely while on County property and follow all FDOT and OSHA safety standard rules as applicable.
- G. The Contractor's operations shall not interrupt the daily operations of any County site.

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- H. The Contractor shall be responsible for the investigation of the site conditions before beginning work for each project.
- I. The Contractor shall assure conditions on the work site always reflect good housekeeping and safety practices. The Contractor shall be responsible for disposing of their personal trash and debris from the work site.
- J. The Contractor is responsible for any damage to County or personal property due to negligence on the part of the Contractor or their employees. Restoration shall be made to the County's satisfaction.

5. SUBCONTRACTORS

- A. The Contractor shall be reimbursed at the line-item price for the work of the subcontractor. In the event there is no line item for such work or a Specialized Subcontractor is used, the Contractor will be reimbursed for the actual cost of the subcontractor's work plus the percent markup listed on the Fee Schedule.
- B. The use of Specialized Subcontractor(s) must be preapproved by the County's Administrative Agent or designee.
- C. A copy of any subcontractor invoices and or reports shall have the project location notated to the Contractor and must be submitted with the Contractor's invoice, such as soil density test reports.
- D. Subcontractor markups shall not exceed ten percent (10%) as identified on the Fee Schedule.

6. ASSIGNMENT OF WORK

- A. Requests for services will be dispatched by the County, which may be from the Public Utilities Department or other County Department, by means of a telephone call or email which will relay specifics of the work requested.
- B. The County reserves the right to procure services from another contractor if the Contractor is unable to perform or complete the requested services.
- C. Once the Contractor receives the WO , the Contractor shall submit to the County a cost estimate and schedule to be approved by the County for the scope of work required by the WO. The cost for the work shall be based upon the contracted unit prices and markup for subcontractor services and materials. Emergency work may be approved by the County prior to review of the cost estimate and schedule and before a WO is generated.

7. HOURS OF WORK

- A. Scheduled Services provided during Normal Business Hours are defined as Monday through Friday 7:00 a.m. - 5:00 p.m., except County observed Holidays.

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- B. If the Contractor requests, for their own convenience, to work after Normal Business Hours, they may do so, but only upon written approval by the County. After-hours rates shall not apply.
- C. Emergency services may be requested 24 hours a day, 7 days a week, 365 days a year.

8. RESPONSE TIME

- A. Scheduled Services: Scheduled Services that are not deemed by the County as an Emergency.
 - i. The Contractor shall verbally respond to each request within 24 hours of notification.
 - ii. The Contractor shall schedule an evaluation of the proposed work within five (5) business days.
 - iii. The Contractor shall provide a written cost estimate of the project within five (5) business days.
 - iv. All work shall be completed according to the schedule submitted by the Contractor and approved by the County. The County may approve extensions to the schedule, as needed.
 - v. Upon completion of the work at a project location, the Contractor shall notify the County immediately that all required work for the WO has been completed and is ready for final inspection.
 - vi. Each individual WO shall be considered complete upon final acceptance by the County.
- B. Emergency Services: Emergency Services include any work when an Emergency occurs.
 - i. The Contractor shall verbally respond to each request for emergency service within fifteen (15) minutes of notification.
 - ii. The Contractor shall have a qualified person on site within two (2) hours of the initial notification.
 - iii. The Contractor shall initiate the work within three (3) hours of notification.

9. WORK SCHEDULE AND COST ESTIMATE

- A. The written cost estimate of the work shall have at a minimum the following information:
 - i. Job site location
 - ii. Summary of proposed services
 - iii. Total estimated cost
 - iv. Contractor letterhead
- B. The work schedule shall provide an estimated start date, and the estimated number of days the work will take to complete.
- C. When submitting a cost estimate for County approval, it is recommended the Contractor review the service requests and the proposed work areas,

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to become familiar with local conditions, which may in any manner affect the work to be performed, or affect the equipment, materials, and labor required. The Contractor shall carefully evaluate the service area and the specifications, conditions, and requirements of each request.

- D. Scheduled Services provided during Normal Business Hours shall be paid at the unit price provided on the Fee Schedule. Services required after hours and on County-observed holidays will be reimbursed at one and one half (1 ½) times the hourly rate submitted by the Contractor and shall be billed according to actual time worked. Services provided after hours and on holidays may only be performed with prior approval from the County.
- E. Any work deemed as Emergency Services by the County shall be paid one (1) emergency mobilization fee per service request as listed on the Fee Schedule.
- F. No work shall begin without County approval and issuance of a purchase order.

10. INVOICING

- A. The Contractor's invoices shall clearly show the total costs as reflected in the Fee Schedule and on any documentation related to the products or service.
- B. Invoices for parts and equipment shall be based on the Contractor's price from the supplier plus the percentage markup as listed on the Fee Schedule. The Contractor's invoices must include a receipt clearly showing the suppliers' part number, description, and Contractor's cost.
- C. The Contractor's invoices for services shall be submitted on a per WO basis and clearly indicate the County's PO number and, when applicable, WO number.
- D. When the Contractor invokes any markups, the Contractor's invoices for products shall include documentation showing the list costs paid by the Contractor for the products.
- E. The Contractor shall only invoice for time spent on the job at the rate listed on the Fee Schedule.
- F. The Contractor's invoice shall include an invoice summation page by Fee Schedule line item, which includes the following, with daily documentation by Fee Schedule line item to support the invoice summation page.
 - i. Item number
 - ii. Item description
 - iii. Item quantity
 - iv. Item amount
 - v. Total percentage markup for applicable line items

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- G. The Contractor's invoices for subcontracted services shall include a copy of the subcontractor's invoice to the Contractor and show the percent markup, as listed on the Fee Schedule.
- H. The Contractor's invoices for permits, land disposal fees, and any TTC must include supporting documentation, clearly showing the cost paid by the Contractor. Additionally permits require documentation supplied to the County showing the Authority approving and closing the permit.
- I. Tax shall be listed separately on the Contractor's invoice and not include a percentage markup.

11. WARRANTY

- A. The Contractor warrants to the County that each of the products delivered to the County conform to the product's warranty set forth in that product's user manual in effect on the date of the County's purchase thereof, or, if no express warranty therein, that each product will be free from defects in material and workmanship and will conform to the manufacturer's specifications for twelve (12) months from the date of delivery to the County, or for the standard warranty period provided by the manufacturer whichever is greater.
- B. The Contractor warrants that it will perform all services in accordance with the manufacturer's and industry standard practices and that the services will be free from defects in workmanship for a period of ninety (90) days from the date of performance thereof.
- C. Upon timely notice of warranty breach from the County to the Contractor, the Contractor will, at the County's option, either:
 - i. replace or repair the nonconforming goods or re-perform the nonconforming services, or
 - ii. refund the amount paid by the County to the Contractor for the nonconforming goods and/or services.
- D. After installation of equipment, the Contractor shall provide warranty information to the County within thirty (30) calendar days.

(END EXHIBIT A)

**EXHIBIT B
FEE SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
PERMIT			
1	Permit Allowance **	Cost	\$2,000.00
LABOR			
2	Estimator	Hour	95.00
3	Foreman	Hour	75.00
4	Equipment Operator	Hour	40.00
5	Expeditor	Hour	65.00
6	Skilled Laborer	Hour	38.00
7	Laborer	Hour	30.00
8	Certified Welder *	Hour	85.00
9	Truck Driver	Hour	30.00
10	Emergency Repair Markup – not to exceed 10%	Percentage	10.00%
AUDIO-VIDEO RECORDING			
11	Audio-Video Recording	Per Job	\$500.00
Temporary Traffic Control (TTC) - TTC items provided by Contractor			
12	Barricades or Signs	per day	\$20.00
13	Arrow Board	per day	\$100.00
14	Cones	per day	\$20.00
15	Jersey barrier	per day	\$250.00
EQUIPMENT			
16	Equipment Truck	Hour	\$40.00
17	Utility or Enclosed Trailer	Hour	\$10.00
18	Tanker Trailer with Tractor *	Hour	\$210.00
19	Dump Trailer with Tractor *	Hour	\$85.00
20	Flat Deck Trailer with Tractor	Hour	\$85.00
21	Tractor with box blade	Hour	\$40.00
22	Lowboy with Tractor	Hour	\$100.00
23	Street Broom	Hour	\$45.00
24	Small Loader	Hour	\$65.00
25	Large Loader	Hour	\$78.00
26	Dozer	Hour	\$75.00
27	Skid Loader	Hour	\$60.00
28	Single Axle Transport	Hour	\$45.00
29	Tandem Axle Transport	Hour	\$50.00
30	Tri Axle Transport *	Hour	\$45.00

**EXHIBIT B
FEE SCHEDULE**

31	Tandem Axle Dump Truck	Hour	\$55.00
32	Tri Axle Dump Truck *	Hour	\$65.00
33	Auger-pole Truck *	Hour	\$75.00
34	Light Tower	Hour	\$27.00
35	Temporary Concrete Barrier Walls (<i>set up & delivery included</i>) *	Hour	\$25.00
36	Crossing Plate 4' X 4'	Hour	\$20.00
37	Crossing Plate 8' X 12'	Hour	\$20.00
38	Crossig Plate 20' X 8'	Hour	\$25.00
39	Air Compressor with Jack Hammer and Hoses	Hour	\$25.00
40	Trench Box	Hour	\$25.00
41	Chain Saw	Hour	\$30.00
42	Cut Off Saw	Hour	\$35.00
43	Pipe Cutter/ Saw	Hour	\$35.00
44	Street Saw	Hour	\$45.00
45	Pipe Tapping Machine	Hour	\$40.00
46	Pipe Laser	Hour	\$40.00
47	Test Pump	Hour	\$25.00
48	Hand Test Pump	Hour	\$25.00
49	Jet Pump *	Hour	\$35.00
50	Cement Mixer	Hour	\$25.00
51	Generator- 3.5 kilowatt (KW) *	Hour	\$25.00
52	Generator- 5 KW *	Hour	\$25.00
53	Generator- 25 KW *	Hour	\$25.00
54	Plate Compactor	Hour	\$27.00
55	Drum Roller	Hour	\$40.00
56	Insert Valve Equipment *	Hour	\$200.00
57	Rock Box *	Hour	\$10.00
58	Reeled Inspection Camera *	Hour	\$100.00
59	Core Drill up to 12" *	Hour	\$130.00
60	Core Drill up to 24" *	Hour	\$180.00
61	Milling Attachment	Hour	\$100.00
62	Well Pointing Equipment	Hour	\$35.00
63	3" Pump with Hoses	Hour	\$20.00
64	4" Double Diaphragm Pump with Hoses	Hour	\$25.00
65	4" Vacuum Pump with Hoses (100')	Hour	\$25.00

**EXHIBIT B
FEE SCHEDULE**

66	6" Vacuum Pump with Hoses (100')	Hour	\$30.00
67	8" Hydraulic Pump with Hoses (100') *	Hour	\$35.00
68	Additional 4"- 8" Hoses	Foot	\$1.00
69	Pumper Truck *	Hour	\$175.00
70	Water-Tank Truck 3,000 Gal *	Hour	\$100.00
71	Jetter Vac Truck – 16 Yard *	Hour	\$200.00
72	Tracked Hydraulic Excavators - Compact HP 25-30 gross, digging reach 7', operating weight 3,500 lbs with front grading blade *	Hour	\$35.00
73	Tracked Hydraulic Excavators - Light HP 50 gross, digging reach 18', operating weight 18,000 lbs with front grading blade	Hour	\$70.00
74	Tracked Hydraulic Excavators - Medium HP 92 gross, digging reach 25', operating weight 32,000 lbs with front grading blade	Hour	\$90.00
75	Tracked Hydraulic Excavators - Large	Hour	\$130.00
SUBCONTRACTOR AND MATERIALS			
76	Subcontractor Markup	Percentage	10.00%
77	Materials Markup	Percentage	10.00%

Rate shall include costs for mobilization/demobilization of equipment and fuel. All equipment shall be fully operational with all attachments necessary to perform.

Items identified with asterisk () may be subcontracted or rented.*

*Items identified with double asterisks (**) are allowances, the disbursement of which shall be subject to County's approval.*

EXHIBIT C INSURANCE REQUIREMENTS

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums, deductibles, and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall be required to provide the County Administrative Agent with 10-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

B. COMMERCIAL GENERAL LIABILITY: Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

C. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

D. UMBRELLA/EXCESS LIABILITY: Contractor agrees to maintain Umbrella or Excess Liability insurance with limits not less than \$1,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.