



**CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION
REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS**

THIS CONSTRUCTION SERVICES AGREEMENT FOR TRANSPORTATION REHABILITATION IMPROVEMENT PROGRAM ("TRIP") PROJECTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **C.W. ROBERTS CONTRACTING, INC.**, a for profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-1683951) ("Contractor").

RECITALS:

WHEREAS, on February 23, 2023, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the City's Transportation Rehabilitation Improvement Program ("TRIP") projects planned or requested by the City for the maintenance of highways, municipal roads, and rural roads within the City's rights-of-way, ITB No.: CIP/230266 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, C.W. Roberts Contracting, Inc. was chosen as the intended awardee to provide construction services related to the City's Transportation Rehabilitation Improvement Program ("TRIP") projects planned or requested by the City for the maintenance of highways, municipal roads, and rural roads within the City's rights-of-way (the "Services"); and

WHEREAS, Contractor certifies that Contractor, and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

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; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this

Agreement. 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-6)
- Exhibit C: Standard Specifications for Sitework (C-1 through C-2)
- Exhibit D: Measurement and Payment (D-1)

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, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide 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 as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** Projects require the Contractor to have the following specifications and documents, which are incorporated by reference:
 - A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:
<https://www.ocalafl.org/home/showpublisheddocument/22736/638121592055800000>
 - B. **Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
 - C. **Manual on Uniform Traffic Control Devices (MUTCD)**, available at:
<https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
 - D. **Commercial Conduit Rules and Regulations**, available for inspection and copying at: 1805 NE 30th Avenue, Building 400, Ocala, Florida 34470.

Contractor shall have a copy of up-to-date shop drawings, plans, and bid documents located at the job sites at all times. In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **FIVE MILLION AND NO/100 DOLLARS (\$5,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:
 - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
 - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
 - C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once



monthly, through the responsible City Project Manager at: **City of Ocala Engineering & Water Resources Department, Capital Improvement Projects Division**, Attn: **Paul Constable**, Address: **1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470**, E-Mail: pconstable@ocalafl.org.

- D. **Payment of Invoices by City.** The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
 - F. **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.
 - G. **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 judgments at the highest rate as allowed by law.
 - H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - I. **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.
6. **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 **MAY 3, 2023** and continue through and including **MAY 2, 2025**. This Agreement may be renewed



for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor.

- B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
- C. **Notices to Proceed on Individual Projects.** City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Contractor and City shall agree upon the time needed to complete each individual project as assigned. Contractor agrees to commence work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion dates shall be strictly enforced by City. At no time will Contractor be allowed to lag. Contractor shall be expected to accurately track contract time and progress for each assigned project. Notices to Proceed for additional projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- D. The Time for Performance 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 submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by 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, the 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. **Weather Days.** Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period for which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
- G. 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.



7. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each individual project under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the dates specified on each City-issued Notice to Proceed, then Contractor shall pay City, as liquidated damages and not as a penalty, the daily sum given in the schedule below based on individual project cost for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion for each individual project in the City-issued Notice to Proceed:

Individual Project Cost	Liquidated Damages
\$299,000 and under	\$980
\$300,000 but less than \$2,000,000	\$1,699
\$2,000,000 but less than \$5,000,000	\$2,650

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, the additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.



- D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
- E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
8. **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, 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.
9. **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.
10. **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; 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) placing a claim against the public construction bond; or (iii) 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.

11. **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.
12. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **10% OF THE TOTAL PROJECT VALUE** for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
13. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
14. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.
15. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
16. **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.

17. **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 has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- E. 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.
- F. **Public Entity Crimes.** 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.

18. **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, or procedures of construction 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, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. 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.
19. **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.
20. **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.



21. **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.
22. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) 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 (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's**



Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

26. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- E. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section except for Workers' Compensation and Professional Liability policies.
- F. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the



cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

- G. Severability of Interests. Contractor shall arrange for its liability insurance to include or 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.

27. **SAFETY/ENVIRONMENTAL**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. 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 not designated for removal, relocation, or replacement in the course of construction.

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.

28. **TRAFFIC CONTROL AND BARRICADES**. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The 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, the 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 the Contractor.

29. **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.

30. **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.
31. **SUBCONTRACTORS.** Contractor must perform a minimum of 60% of the work with their own forces. 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 Contractor, 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.
32. **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.
33. **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.

34. **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.
35. **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.
36. **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 City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the 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 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: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; Email: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. **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.
39. **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.
40. **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 for more information regarding the E-Verify System.
41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business 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.
42. **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.
43. **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.

44. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and 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.
45. **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.
46. **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:

C.W. Roberts Contracting, Inc.
 Attention: Paul Carlson
 4208 CR 124-A
 Wildwood, Florida 34785
 Phone: 352-330-2540
 E-mail: pcarlson@cwrcontracting.com

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
 City of Ocala, City Hall
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq. City Attorney
 City of Ocala, City Hall
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.org

47. **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.

48. **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.
49. **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.
50. **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.
51. **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.
52. **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.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.



54. **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.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **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.
58. **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.
59. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



CONTRACT# CIP/230266

IN WITNESS WHEREOF, the parties have executed this Agreement 5/8/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton
City Attorney

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

C.W. ROBERTS CONTRACTING, INC.

DocuSigned by:
Stuart Savoy
88C66C672C2B455...

By: Stuart Savoy
(Printed Name)

Title: Vice-President
(Vice President or higher)

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266****BACKGROUND**

1. Contractor must complete Projects that are assigned to the Transportation Rehabilitation Improvement Program. Projects within the program consist of:
 - Repaving eroded pavement
 - Highway/pavement markers
 - Restriping
 - Replacing asphalt surface with overlays
 - Reconstructing roadways/parking lots into lime rock base (Reclaim)
 - Asphalt paving
 - Thermoplastic painting
 - Asphalt milling
 - New asphalt parking lot/trail construction
 - Concrete sidewalks
 - Curb
 - Conduit
 - Guardrail
 - Concrete curb and gutter removal/replacement
 - Repair existing stormwater conveyance system
 - Installation of new stormwater pipes and structures
 - Removal/installation of concrete wheel stops
 - Asphalt utility cut repairs
2. Rehabilitation of existing infrastructure will be on an "as requested" basis by the City. This may include any of the line items listed in the solicitation. Some typical examples include grinding of existing pavement markings and installation of thermoplastic pavement markings on existing roadways/parking lots. Work may also include restoration and sod of disturbed areas. Proper maintenance of traffic is required at all times.
3. Plan Set - Construction plans for the Transportation Rehabilitation Improvement Program will be distributed to the Contractor for review as projects are defined and prioritized for construction. Upon receipt and review of plans, Contractor will provide a detailed quote for review by the City Project Manager.
4. Contractor is responsible for providing all materials, labor, and equipment to complete the project.

PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor is responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Right-of-Way (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: <https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266****4. Permit Submission Requirements:**

- A. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
- B. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

- 1. **Mobilization and Maintenance of Traffic Cost:** The cost for the mobilization of Contractor's equipment and MOT (Maintenance of Traffic) as required by the City and by FDOT Manual on Traffic Control and Safe Practices for Street & Highway Construction and Standard Index 100 is considered incidental to other items of related work and shall be spread out through all line items.
- 2. **Mobilization:** Obtaining required permits and moving of the Contractor's operations and equipment is required for construction. Contractor must provide on-site construction power and wiring, as needed. Contractor must provide on-site sanitary facilities as required by Governing agencies. Contractor is not permitted to use the City sanitary facilities during construction. The posting of OSHA required notices and established safety programs and procedures are required before mobilization.
- 3. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Contractor must maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Contractor must construct and maintain detours.
 - A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
 - B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
 - C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.

EMERGENCY WORK

- 1. The City of Ocala may require Contractor to perform emergency work on roadways within the City during nights and weekends due to utility breaks and/or natural disasters. Emergency work is defined as work not scheduled. When called, Contractor must respond within one (1) hour to assess the nature of the emergency. Once the Contractor has assessed the emergency, Contractor will coordinate the repairs needed to open roadway. Contractor may use the below line items only during emergency call outs along with any other Contract line items needed for repairs:
 - a. **Line-item G-04 Emergency Call Out:** Price for the minimum of an 8-man crew and equipment needed. If there are less than 8 employees on site, the item price will be decreased to reflect the number of employees on site. *Example made for simple math: The price of an 8-man crew is \$100 per hour. If 6 employees are on site, the invoiced price can only be \$75 per hour.

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266**

- b. **Line-Item G-05 Maintenance of Traffic:** Payment shall include, but is not limited to, all costs for traffic control, road closures, detours, message/arrow boards and all incidentals and appurtenances required by the Engineer and F.D.O.T. This item **will only** be used under emergency call outs. All other projects will adhere to previously stated guidelines for MOT under section **"MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL"**

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval for all project locations that will take longer than 30 calendar days to complete. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Upon final completion of each individual project, signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material and Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge Construction, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** Contractor is responsible for 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, the 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.
7. **Compliance:** Contractor shall complete all work performed under this Contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. **Work Hours:** City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM. If additional hours are necessary, Contractor must give 48 hours advance notice to the Project Inspector/Project Manager. Contractor will be responsible for inspector's overtime. Night work will be allowed if it results in less impact to the public or reduced safety issues at no extra cost to City. No work will be permitted on City observed holidays.
9. **Warranty:** Contractor will provide a three (3) year material and labor warranty from the date of substantial completion for each project, against operational failure caused by defective material or workmanship which occurs during normal use. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

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.

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266**

2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster must be provided.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control its operations at the work site, and be solely responsible for the acts or omissions of its employees.
8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Prime Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City Inspectors.
2. If the signs become broken or inaccurate, Contractor will replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign construction details and required information can be found in the City of Ocala Standard Details for Construction (FEB. 2023 edition) on detail G-31A & G-31B

The cost to move signs to new project locations and the replacement of broken and inaccurate signs is to be included in the initial cost of each sign.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish benchmarks on the project which, in their opinion, will enable the Contractor to perform the work.
2. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer, such stake, marker or benchmark shall be re-established by and at Contractor's expense.

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266**

3. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by City will be available to Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspections refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
3. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

EROSION SEDIMENT AND FLOOD CONTROL

1. Contractor must provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Contractor must maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to Contractor for their materials or equipment. If private property is used, City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, and response to possible public concern.
3. Contractor must provide on-site sanitary facilities as required by Governing agencies.
4. Any work areas in roadways must be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used, Contractor must maintain the millings each day until they are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** Contractor shall keep the premises free, at all times, from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose such waste materials, debris, and rubbish run-off off-site in a legal manner at least once a week of.

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266**

2. **Cleanup:** Contractor must perform periodic cleanup to avoid hazards or interference with operations at the site and leave the site in a reasonable neat condition. Work site must be completely cleaned after each day of work. Contractor must sweep all roadways affected by construction and areas adjacent to daily work.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and/or cleaning operations is **mandatory**.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, Contractor must clean entire work and project site as applicable.
Contractor must:
 - A. Leave the work and affected adjacent areas in clean condition satisfactory to the City Project Manager/City Engineer.
 - B. Remove all foreign materials from exposed surfaces.
 - C. Broom clean exterior paved driveways and parking areas.
 - D. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment is the Contractor's responsibility.
3. 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.

SUBMITTALS

1. Contractor must provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Contractor must submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Contractor must submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SUBSTANTIAL COMPLETION PROCESS

1. When Contractor considers the work as substantially complete, Contractor shall submit to City:
 - A. Written notice that the work or designated portion thereof, is substantially complete.
 - B. A list of items to be completed or corrected.

Exhibit A – SCOPE OF WORK**CONTRACT# CIP/230266**

2. Within a reasonable time after receipt of such notice, City will perform and inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
 - A. City will promptly notify Contractor in writing, giving reasons therefore.
 - B. Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
 - C. City will re-inspect the work.
4. When City finds that the work is substantially complete, City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When Contractor considers the work complete, Contractor shall submit written certification that:
 - A. Contract documents have been reviewed.
 - B. Work has been inspected for compliance with Contract documents.
 - C. Work has been completed in accordance with Contract documents.
 - D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will perform an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should City consider the work incomplete or defective:
 - A. City will promptly notify Contractor in writing, listing the incomplete or defective work.
 - B. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
 - C. City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

Exhibit B - Price Proposal

CONTRACT# CIP/230266



ITB# CIP/230266 Transportation Rehabilitation Improvement Program

CW Roberts Contracting, Inc.

ITEM	DESCRIPTION	UOM	UNIT COST
G-03	Project Sign	EA	\$1,700.00
G-04	Emergency Call Out (24 Hours A Day)	HR	\$2,000.00
G-05	Maintenance of Traffic (Used W/emergency call out ONLY)	DAY	\$5,300.00
G-06-1	Silt Fence & Sediment Control (Installation and Removal)	LF	\$8.00
G-06-2	Silt Fence & Sediment Control (Installation and Removal)	LF	\$4.50
G-07	Tree Protection/ Construction Fence	LF	\$16.00
G-08-1	Remove and Relocate Existing Mailboxes	EA	\$275.00
G-08-2	New Mailbox (Furnish&install)	EA	\$500.00
G-09	Clearing and Grubbing - LIGHT	SY	\$65.00
G-10	Clearing and Grubbing - HEAVY	SY	\$135.00
G-11-1	Excavation, General	CY	\$60.00
G-11-2	Excavation, General	CY	\$34.50
G-11-3	New Sidewalk Excavation	SY	\$32.00
G-11-4	New Sidewalk Excavation	SY	\$27.25
G-12-1	Backfill W/Off-site Material	CY	\$96.00
G-12-2	Backfill W/Off-site Material	CY	\$60.00
G-15-1	Finish Grading	SY	\$16.50
G-15-2	Finish Grading	SY	\$8.80
G-17-1	Remove and Replace Unsuitable Material	CY	\$125.00
G-17-2	Remove and Replace Unsuitable Material	CY	\$115.00
G-18-1	Stabilized subgrade	SY	\$27.75
G-18-2	Stabilized subgrade	SY	\$20.00
G-19-1	Limerock- New Material for Reworking Base	CY	\$36.50
G-19-2	Limerock- New Material for Reworking Base	CY	\$35.20
G-19-3	Limerock- 4" Base	SY	\$35.00
G-19-4	Limerock- 4" Base	SY	\$15.40
G-19-5	Limerock- 6" Base	SY	\$42.00
G-19-6	Limerock- 6" Base	SY	\$21.00
G-19-7	Limerock- 8" Base	SY	\$50.00
G-19-8	Limerock- 8" Base	SY	\$26.50
G-19-9	Limerock- 10" Base	SY	\$51.00
G-19-10	Limerock- 10" Base	SY	\$34.50
G-19-11	Limerock- 12" Base	SY	\$60.50
G-19-12	Limerock- 12" Base	SY	\$36.25
G-20-1	Temporary Construction Tracking Pad	LS	\$2,800.00
G-20-2	No. 57 Stone	CY	\$106.00
G-20-3	No. 57 Stone	CY	\$100.00
G-21-1	Removal of Existing Concrete Sidewalks / Driveways	SY	\$50.00
G-21-2	Removal of Existing Concrete Sidewalks / Driveways	SY	\$39.75
G-22-1	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	\$34.50
G-22-2	Removal of Existing Concrete Curb & Gutter /or Traffic Separator	LF	\$24.50
G-23	Concrete Fill	CY	\$360.00
G-24-1	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	\$60.00
G-24-2	Joint Sealer for Pavement and Structures: Hot Pour Crack Sealing	GAL	\$55.00
G-25-1	Removal of Existing Asphalt Pavement	SY	\$50.00
G-25-2	Removal of Existing Asphalt Pavement	SY	\$35.00
G-26-1	Temporary Asphalt Millings	TN	\$78.00
G-26-2	Temporary Asphalt Millings	TN	\$50.00
G-27-1	Mill Existing Asphalt Pavement at 1" Depth	SY	\$14.00
G-27-2	Mill Existing Asphalt Pavement at 1" Depth	SY	\$5.43
G-27-3	Mill Existing Asphalt Pavement at 1.5" Depth	SY	\$14.15
G-27-4	Mill Existing Asphalt Pavement at 1.5" Depth	SY	\$5.90
G-27-5	Mill Existing Asphalt Pavement at 2" Depth	SY	\$14.25
G-27-6	Mill Existing Asphalt Pavement at 2" Depth	SY	\$6.00
G-28-1	Compacted Roadway Subbase	SY	\$9.30

Exhibit B - Price Proposal**CONTRACT# CIP/230266**

ITEM	DESCRIPTION	UOM	UNIT COST
G-28-2	Compacted Roadway Subbase	SY	\$5.25
G-29-1	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	\$19.35
G-29-2	Reclaimed Asphalt Pavement Base (Reclaim 6" to 8")	SY	\$12.62
G-32-1	Miscellaneous Asphalt (25 ≤ tons)	TN	\$560.00
G-32-2	Asphalt Berms, Speed Bumps & Curbs	TN	\$290.00
G-32-3	Asphalt Leveling Superpave 9.5	TN	\$197.50
G-32-4	Asphalt Pavement Superpave - 9.5	TN	\$230.00
G-32-5	Asphalt Pavement Superpave - 9.5	TN	\$191.00
G-32-6	Asphalt Pavement Superpave - 9.5	TN	\$164.00
G-32-7	Asphalt Pavement FC 9.5 w/Poly	TN	\$255.00
G-32-8	Asphalt Pavement FC 9.5 w/Poly	TN	\$208.00
G-32-9	Asphalt Pavement FC 9.5 w/Poly	TN	\$190.00
G-32-10	Asphalt Pavement Superpave - 12.5	TN	\$225.00
G-32-11	Asphalt Pavement Superpave - 12.5	TN	\$189.00
G-32-12	Asphalt Pavement Superpave - 12.5	TN	\$163.00
G-33-1	Roadway Guardrail	LF	\$50.00
G-33-2	Roadway Guardrail - End treatment (Approach)	EA	\$2,300.00
G-34-1	Object Marker, Type 1	EA	\$250.00
G-34-2	Object Marker, Type 2	EA	\$180.00
G-34-3	Object Marker, Type 3	EA	\$250.00
G-34-4	Object Marker, Type 4	EA	\$380.00
G-35-1	Delineator, Flexible Tubular	EA	\$125.00
G-35-2	Delineator, non-Flexible	EA	\$100.00
G-35-3	Delineator, Flexible High Visibility Median	EA	\$250.00
G-35-4	Delineator, Flexible High Performance	EA	\$310.00
G-40	Pull and Junction Box, Furnish & Install	EA	\$2,925.00
G-41	Pull and Junction Box, Install	EA	\$1,750.00
G-42	Pull and Junction Box, relocate	EA	\$1,750.00
G-43-1	Type C Stormwater Inlet, 0'-6'	EA	\$6,800.00
G-43-2	Type C Stormwater Inlet, 6'-12'	EA	\$15,000.00
G-43-3	Type C Stormwater Inlet, 12' - 18'	EA	\$28,800.00
G-43-4	Type C Stormwater Inlet, 18' - 24'	EA	\$62,000.00
G-43-5	Type D Storm water Inlet, 0'-6'	EA	\$6,800.00
G-43-6	Type D Storm water Inlet, 6'- 12'	EA	\$15,000.00
G-43-7	Type D Stormwater Inlet, 12'-18'	EA	\$28,800.00
G-43-8	Type D Stormwater Inlet, 18' - 24'	EA	\$62,000.00
G-43-9	Type 1 Stormwater Inlet, 0'- 6'	EA	\$6,800.00
G-43-10	Type 1 Stormwater Inlet, 6'- 12'	EA	\$15,000.00
G-43-11	Type 1 Stormwater Inlet, 12'-18'	EA	\$28,800.00
G-43-12	Type 1 Stormwater Inlet, 18' - 24'	EA	\$62,000.00
G-43-13	Type 2 Stormwater inlet, 0'- 6'	EA	\$6,800.00
G-43-14	Type 2 Stormwater inlet, 6' - 12'	EA	\$15,000.00
G-43-15	Type 2 Stormwater inlet, 12' - 18'	EA	\$28,800.00
G-43-16	Type 2 Stormwater inlet, 18' -24'	EA	\$62,000.00
G-43-17	Type 4 Stormwater inlet, 0'- 6'	EA	\$6,800.00
G-43-18	Type 4 Stormwater inlet, 6' - 12'	EA	\$15,000.00
G-43-19	Type 4 Stormwater inlet, 12' - 18'	EA	\$28,800.00
G-43-20	Type 4 Stormwater inlet, 18' -24'	EA	\$62,000.00
G-43-21	Type 5 Stormwater inlet, 0'- 6'	EA	\$6,800.00
G-43-22	Type 5 Stormwater inlet, 6' - 12'	EA	\$15,000.00
G-43-23	Type 5 Stormwater inlet, 12' - 18'	EA	\$28,800.00
G-43-24	Type 5 Stormwater inlet, 18' -24'	EA	\$62,000.00
G-43-25	Type 6 Stormwater inlet, 0'- 6'	EA	\$6,800.00
G-43-26	Type 6 Stormwater inlet, 6' - 12'	EA	\$15,000.00
G-43-27	Type 6 Stormwater inlet, 12' - 18'	EA	\$28,800.00
G-43-28	Type 6 Stormwater inlet, 18' -24'	EA	\$62,000.00
G-43-29	Type 9 Stormwater inlet, 0'- 6'	EA	\$6,800.00
G-43-30	Type 9 Stormwater inlet, 6' - 12'	EA	\$15,000.00
G-43-31	Type 9 Stormwater inlet, 12' - 18'	EA	\$28,800.00
G-43-32	Type 9 Stormwater inlet, 18' -24'	EA	\$62,000.00
G-45	Stormwater Manhole Cover Adjustments	EA	\$1,150.00
G-46-1	12" RCP Stormwater Pipe, 0' -6'	LF	\$148.00
G-46-2	12" RCP Stormwater Pipe, 6'-12'	LF	\$159.00
G-46-3	12" RCP Stormwater Pipe, 12'-18'	LF	\$255.00
G-46-4	12" RCP Stormwater Pipe, 18'-24'	LF	\$676.00
G-46-5	15" RCP Stormwater Pipe, 0' - 6'	LF	\$148.00

Exhibit B - Price Proposal**CONTRACT# CIP/230266**

ITEM	DESCRIPTION	UOM	UNIT COST
G-46-6	15" RCP Stormwater Pipe, 6' -12'	LF	\$159.00
G-46-7	15" RCP Stormwater Pipe, 1 2' - 18'	LF	\$255.00
G-46-8	15" RCP Stormwater Pipe, 18' - 24'	LF	\$676.00
G-46-9	18" RCP Stormwater Pipe, 0' - 6'	LF	\$162.00
G-46-10	18" RCP S Stormwater Pipe, 6'-12'	LF	\$337.00
G-46-11	18" RCP Stormwater Pipe, 12' -18'	LF	\$269.00
G-46-12	18" RCP Stormwater Pipe, 18' -24'	LF	\$698.00
G-46-13	24" RCP Stormwater Pipe, 0'-6'	LF	\$193.00
G-46-14	24" RCP Stormwater Pipe, 6'-12'	LF	\$204.00
G-46-15	24" RCP Stormwater Pipe, 12'-18'	LF	\$300.00
G-46-16	24" RCP Stormwater Pipe, 18'-24'	LF	\$740.00
G-46-17	30" RCP Stormwater Pipe, 0' - 6'	LF	\$239.00
G-46-18	30" RCP Stormwater Pipe, 6'-12'	LF	\$294.00
G-46-19	30" RCP Stormwater Pipe, 12' -18'	LF	\$365.00
G-46-20	30" RCP Stormwater Pipe, 18' - 24'	LF	\$796.00
G-46-21	36" RCP Stormwater Pipe, 0' - 6'	LF	\$308.00
G-46-22	36" RCP Stormwater Pipe, 6' - 12'	LF	\$374.00
G-46-23	36" RCP Stormwater Pipe, 1 2'-18'	LF	\$420.00
G-46-24	36" RCP Stormwater Pipe, 1 8 - 24'	LF	\$860.00
G-46-25	42" RCP Stormwater Pipe, 0' -6'	LF	\$420.00
G-46-26	42" RCP Stormwater Pipe, 6'-12'	LF	\$456.00
G-46-27	42" RCP Stormwater Pipe, 12'-18'	LF	\$608.00
G-46-28	42" RCP Stormwater Pipe, 1 8'-24'	LF	\$990.00
G-46-29	48" RCP Stormwater Pipe, 0'-6'	LF	\$556.00
G-46-30	48" RCP Stormwater Pipe, 6'-12'	LF	\$638.00
G-46-31	48" RCP Stormwater Pipe, 12'-18'	LF	\$758.00
G-46-32	48" RCP Stormwater Pipe, 18'-24'	LF	\$1,050.00
G-46-33	12" X 1 8" ERCP Stormwater Pipe, 0'-6'	LF	\$176.00
G-46-34	12" X 1 8" ERCP Stormwater Pipe, 6'-12'	LF	\$187.00
G-46-35	12" X 1 8" ERCP Stormwater Pipe 1 2'-18'	LF	\$283.00
G-46-36	12" X 18 " ERCP Stormwater Pipe, 18' -24'	LF	\$718.00
G-46-37	14" X 23" ERCP Stormwater Pipe, 0' -6'	LF	\$193.00
G-46-38	14" X 23" ERCP Stormwater Pipe, 6'-12'	LF	\$204.00
G-46-39	14" X 23" ERCP Stormwater Pipe, 1 2'-18'	LF	\$300.00
G-46-40	14" X 23" ERCP Stormwater Pipe, 18'-24'	LF	\$739.00
G-46-41	19" X 30" ERCP Stormwater Pipe, 0'-6'	LF	\$246.00
G-46-42	19" X 30" ERCP Stormwater Pipe, 6'-12'	LF	\$257.00
G-46-43	19" X 30" ERCP Stormwater Pipe, 12'-18'	LF	\$353.00
G-46-44	19" X 30" ERCP Stormwater Pipe, 18' - 24'	LF	\$805.00
G-46-45	24" X 38" ERCP Stormwater Pipe, 0'-6'	LF	\$309.00
G-46-46	24" X 38" ERCP Stormwater Pipe, 6'-12'	LF	\$345.00
G-46-47	24" X 38" ERCP Stormwater Pipe, 1 2'- 18'	LF	\$429.00
G-46-48	24" X 38" ERCP Stormwater Pipe, 18' - 24'	LF	\$897.00
G-46-49	29" X 45" ERCP Stormwater Pipe, 0'-6'	LF	\$386.00
G-46-50	29" X 45" ERCP Stormwater Pipe, 6'-12'	LF	\$429.00
G-46-51	29" X 45" ERCP Stormwater Pipe, 1 2'-18'	LF	\$512.00
G-46-52	29" X 45" ERCP Stormwater Pipe, 18' - 24'	LF	\$979.00
G-46-53	34" X 53" ERCP Stormwater Pipe, 0' - 6'	LF	\$485.00
G-46-54	34" X 53" ERCP Stormwater Pipe, 6' - 12'	LF	\$539.00
G-46-55	34" X 53" ERCP Stormwater Pipe, 1 2'-18'	LF	\$616.00
G-46-56	34" X 53" ERCP Stormwater Pipe, 18' - 24'	LF	\$1,115.00
G-46-57	Remove & Replace Existing 15" RCP Stormwater Pipe	LF	\$220.00
G-46-58	Remove & Replace Existing 18" RCP Stormwater Pipe	LF	\$245.00
G-46-59	12" CMP Stormwater Piper Pipe	LF	\$186.00
G-46-60	15" CMP Stormwater Pipe	LF	\$186.00
G-46-61	18" CMP Stormwater Pipe	LF	\$199.00
G-46-62	Remove & Replace Existing 15" CMP Stormwater Pipe, 0' - 12'	LF	\$228.00
G-46-63	Remove & Replace Existing 18" CMPStormwater Pipe, 0' -12'	LF	\$241.00
G-47	Clean Existing storm Pipes	LF	\$35.00
G-48	Clean Existing Inlets	EA	\$2,925.00
G-49-1	12" Concrete Mitered End	EA	\$1,675.00
G-49-2	15" Concrete Mitered End	EA	\$1,675.00
G-49-3	18" Concrete Mitered End	EA	\$1,840.00
G-49-4	24" Concrete Mitered End	EA	\$2,425.00
G-49-5	30" Concrete Mitered End	EA	\$5,000.00
G-49-6	36" Concrete Mitered End	EA	\$6,500.00

Exhibit B - Price Proposal**CONTRACT# CIP/230266**

ITEM	DESCRIPTION	UOM	UNIT COST
G-49-7	42" Concrete Mitered End	EA	\$7,560.00
G-49-8	48" Concrete Mitered End	EA	\$9,700.00
G-50-1	Concrete Flume	SY	\$173.00
G-50-2	Remove & Replace Concrete Flume	SY	\$251.00
G-51	Underdrain	LF	\$85.00
G-52	Construction Roadway Pre-Survey	HR	\$200.00
G-53	As-built Survey	HR	\$305.00
G-54-1	Pipe Handrail - Guiderail, Aluminum	LF	\$110.00
G-54-2	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Picket Rail	LF	\$118.00
G-54-3	Pedestrian / Bicycle, Railing, Aluminum Only, 42" Type 1	LF	\$123.00
G-54-4	Pipe Handrail, Aluminum	LF	\$117.00
G-55-1	Bollard, 4 Inch	EA	\$1,100.00
G-55-2	Bollard, 6 Inch	EA	\$1,300.00
G-56-A-1	Concrete Curb , Type A	LF	\$93.50
G-56-A-2	Concrete Curb , Type A	LF	\$74.50
G-56-B-1	Concrete Curb, Type B	LF	\$93.50
G-56-B-2	Concrete Curb, Type B	LF	\$74.50
G-56-D-1	Concrete Curb, Type D	LF	\$93.50
G-56-D-2	Concrete Curb, Type D	LF	\$74.50
G-56-E-1	Concrete Curb Type E	LF	\$100.00
G-56-E-2	Concrete Curb Type E	LF	\$80.00
G-56-F-1	Concrete Curb Type F	LF	\$100.00
G-56-F-2	Concrete Curb Type F	LF	\$80.00
G-56-RA-1	Concrete Curb, Type RA	LF	\$105.00
G-56-RA-2	Concrete Curb, Type RA	LF	\$85.00
G-56-DR-1	Concrete Valley/Drop Curb & Gutter	LF	\$97.50
G-56-DR-2	Concrete Valley/Drop Curb & Gutter	LF	\$78.50
G-57	Concrete Valley/Drop Curb & Gutter Remove & Replace	LF	\$81.50
G-58-1	4 inch concrete (3000 psi)	SY	\$113.75
G-58-2	4 inch concrete (3000 psi)	SY	\$100.00
G-58-3	4 inch concrete (4000 psi /with fiber)	SY	\$116.75
G-58-4	4 inch concrete (4000 psi /with fiber)	SY	\$103.00
G-58-5	6 inch concrete with fiber reinforced (3000 psi)	SY	\$133.00
G-58-6	6 inch concrete with fiber reinforced (3000 psi)	SY	\$116.75
G-58-7	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	\$136.75
G-58-8	6 inch concrete with fiber reinforced (4000 psi / with fiber)	SY	\$122.00
G-58-9	6 inch concrete with rebar (3000 psi)	SY	\$158.00
G-58-10	6 inch concrete with rebar (3000 psi)	SY	\$140.00
G-58-11	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	\$260.00
G-58-12	8 inch concrete with fiber and/or rebar (engineers design dictates, 4000 psi)	SY	\$175.00
G-58-13	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	\$170.00
G-58-14	4 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	\$135.00
G-58-15	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	\$185.00
G-58-16	6 inch Concrete - 3' x 5' Pattern w/ salt rock finish (3000 psi)	SY	\$140.00
G-58-17	Concrete Edge Beam	LF	\$100.00
G-58-18	Miscellaneous Concrete	CY	\$360.00
G-59	Patterned/Textured Pavement, Vehicular Areas for Crosswalk	SY	\$388.00
G-60-1	Brick Paver Bands (furnish and install)	LF	\$57.50
G-60-2	Architectural Brick (traffic rated, Furnish and install)	SY	\$153.00
G-61-A	Concrete Curb Ramp (CR - A) with Detectable Warning Surface	EA	\$2,400.00
G-61-B	Concrete Curb Ramp (CR - B) with Detectable Warning Surface	EA	\$2,400.00
G-61-C	Concrete Curb Ramp (CR - C) with Detectable Warning Surface	EA	\$2,475.00
G-61-D	Concrete Curb Ramp (CR - D) with Detectable Warning Surface	EA	\$2,695.00
G-61-E	Concrete Curb Ramp (CR - E) with Detectable Warning Surface	EA	\$2,100.00
G-61-F	Concrete Curb Ramp (CR - F) with Detectable Warning Surface	EA	\$2,600.00
G-61-G	Concrete Curb Ramp (CR - G) with Detectable Warning Surface	EA	\$2,625.00
G-61-L	Concrete Curb Ramp (CR - L) with Detectable Warning Surface	EA	\$5,000.00
G-62	Detectable Warnings on Walking Surfaces (Retrofit)	SF	\$38.00
G-63-1	Roof Drain Assembly, conduit	EA	\$300.00
G-63-2	Roof Drain Assembly, Polylok	EA	\$650.00
G-66	RIP RAP	CY	\$597.00
G-67	Concrete Rubble 2' Thick	SY	\$532.00
G-79-1	Seed and Mulch	SY	\$2.00
G-79-2	Seed and Mulch	SY	\$1.75
G-80-1	Sod - St. Augustine	SY	\$15.50

Exhibit B - Price Proposal**CONTRACT# CIP/230266**

ITEM	DESCRIPTION	UOM	UNIT COST
G-80-2	Sod - St. Augustine	SY	\$12.50
G-80-3	Sod – Bahia	SY	\$10.00
G-80-4	Sod – Bahia	SY	\$7.50
G-88-1	Inductive Loop Detector Type A w/Homerun	EA	\$3,500.00
G-88-2	Inductive Loop Detector Type B w/Homerun	EA	\$2,925.00
G-88-3	Inductive Loop Detector Type F w/Homerun	EA	\$4,000.00
G-89	Traffic Control Sign Assembly	EA	\$1,170.00
G-90	Traffic Control Sign Assembly Removal & Relocation	EA	\$290.00
G-91-1	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	\$8.45
G-91-2	Raised Retro-Reflective Pavement Markers & Bituminous Adhesive	EA	\$7.85
G-92-1	Standard Wheel Stops	EA	\$100.00
G-92-2	Standard Wheel Stops (remove and reinstall)	EA	\$145.00
G-93-1	Painted Pavement Markings, Standard, White, Solid, 6"	LF	\$1.65
G-93-2	Painted Pavement Markings, Standard, White, Solid, 6"	LF	\$0.95
G-93-3	Painted Pavement Markings, Standard, White, Solid, 24"	LF	\$2.95
G-93-4	Painted Pavement Markings, Standard, White, Solid, 24"	LF	\$2.30
G-93-5	Painted Pavement Markings, Standard, White, Solid, 12"	LF	\$2.95
G-93-6	Painted Pavement Markings, Standard, White, Solid, 12"	LF	\$1.65
G-93-7	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	\$0.65
G-93-8	Temporary Skip Stripe 6" Wide 10-30- Yellow or White (gross)	GLF	\$0.55
G-93-9	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	\$0.65
G-93-10	Painted Pavement Markings, Standard, White, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	\$0.55
G-93-11	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	\$1.65
G-93-12	Painted Pavement Markings, Standard, Solid 6" Double Yellow Stripe	LF	\$1.10
G-93-13	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	\$1.00
G-93-14	Painted Pavement Markings, Standard, Solid 6" Yellow Stripe	LF	\$0.70
G-93-15	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	\$2.95
G-93-16	Painted Pavement Markings, Standard, Solid 18" Stripe	LF	\$2.30
G-93-17	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	\$0.65
G-93-18	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2'- 4' Gap Extension, 6"	GLF	\$0.55
G-93-19	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	\$0.65
G-93-20	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 6-10 Gap Extension, 6"	GLF	\$0.55
G-93-21	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	\$0.95
G-93-22	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 2 - 2' Dotted, Extension, 12"	GLF	\$0.85
G-93-23	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	\$0.65
G-93-24	Painted Pavement Markings, Standard, Yellow, Dotted/Guideline, 3'- 9', Dotted, Extension, 6"	GLF	\$0.55
G-94-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	\$2.30
G-94-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 6" Stripe	LF	\$1.75
G-94-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	\$6.95
G-94-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 12" Stripe	LF	\$6.95
G-94-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	\$14.00
G-94-6	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, 24" Stripe	LF	\$13.50
G-94-7	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	\$1.65
G-94-8	Thermoplastic Solid 6" Skip Stripe 10' x 30' Yellow or White (Gross)	GLF	\$1.65
G-94-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	\$1.65
G-94-10	Thermoplastic Traffic Stripes and Markings, Standard, White, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	\$1.65
G-94-11	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	\$4.31
G-94-12	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 6" Double Yellow Stripe	LF	\$3.25
G-94-13	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	\$10.95
G-94-14	Thermoplastic Traffic Stripes and Markings, Standard, Solid, 18" Stripe	LF	\$8.50
G-94-15	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	\$1.65
G-94-16	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 4' Gap Extension, 6"	GLF	\$1.65
G-94-17	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	\$2.95
G-94-18	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline /2'- 2' Gap Extension, 12"	GLF	\$2.95
G-94-19	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	\$2.30
G-94-20	Thermoplastic Traffic Stripes and Markings, Yellow, Solid, 6"	LF	\$1.75
G-94-21	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	\$1.65
G-94-22	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/6-10 Gap Extension, 6"	GLF	\$1.65
G-94-23	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	\$1.65
G-94-24	Thermoplastic Traffic Stripes and Markings, Standard, Yellow, Dotted/Guideline/3'-9' Gap Extension, 6"	GLF	\$1.65
G-95-1	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "STOP"	EA	\$265.00
G-95-2	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message " STOP AHEAD "	EA	\$530.00
G-95-3	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Arrow	EA	\$105.00
G-95-4	Thermoplastic Traffic Stripes and Markings, Standard, White, Yield Line Symbol	EA	\$400.00
G-95-5	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "SCHOOL"	EA	\$400.00
G-95-6	Thermoplastic Traffic Stripes and Markings, White, Message "R & R" Crossing	EA	\$400.00

Exhibit B - Price Proposal**CONTRACT# CIP/230266**

ITEM	DESCRIPTION	UOM	UNIT COST
G-95-7	Thermoplastic Traffic Stripes and Markings, Standard , White, Message " Bus "	EA	\$265.00
G-95-8	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "HANDICAP"	EA	\$400.00
G-95-9	Thermoplastic Traffic Stripes and Markings, Standard, White, Solid, Message "Bike symbol"	EA	\$265.00
G-96-1	Painted Pavement Markings, Standard, White, Pavement Message "Stop Ahead"	EA	\$200.00
G-96-2	Painted Pavement Markings, Standard, White, Pavement Message "Stop"	EA	\$135.00
G-96-3	Painted Pavement Markings, Standard, White, White Direction Arrow	EA	\$40.00
G-96-4	Painted Pavement Markings, Standard, White, Yield Line Symbol	EA	\$40.00
G-96-5	Painted Pavement Markings, Standard, Pavement Message "School"	EA	\$135.00
G-96-6	Painted Pavement Markings, Standard, White, "R & R" Crossing	EA	\$135.00
G-96-7	Painted Pavement Markings, Standard, Yellow, Island Nose	LF	\$4.31
G-96-8	Painted Pavement Markings, Standard, Pavement Message "BUS"	EA	\$135.00
G-96-9	Painted Pavement Markings, Standard, White, Pavement Message "Handicap"	EA	\$105.00
G-96-10	Painted Pavement Markings, Standard, White, Pavement Message "Bike Symbol"	EA	\$80.50
G-99	Remove & Reinstall Speed Hump	EA	\$9,000.00
G-100-1	Traffic Separator Concrete -TYPE I, 4' WIDE	LF	\$104.00
G-100-2	Traffic Separator Concrete -TYPE I, 6' WIDE	LF	\$160.00
G-100-3	Traffic Separator Concrete - TYPE I, 8.5' WIDE	LF	\$202.50
G-100-4	Traffic Separator Concrete - TYPE II, 4' WIDE	LF	\$120.50
G-100-5	Traffic Separator Concrete - TYPE II, 6' WIDE	LF	\$160.50
G-100-6	Traffic Separator Concrete - TYPE II, 8.5' WIDE	LF	\$202.50
G-100-7	Traffic Separator Concrete - TYPE IV, 4' WIDE	LF	\$120.50
G-100-8	Traffic Separator Concrete - TYPE IV, 6' WIDE	LF	\$160.50
G-100-9	Traffic Separator Concrete - TYPE IV, 8.5' WIDE	LF	\$202.50
G-100-10	Traffic Separator Concrete - TYPE V, 4' WIDE	LF	\$120.50
G-100-11	Traffic Separator Concrete - TYPE V, 6' WIDE	LF	\$140.00
G-105	Remove Stripe / Pavement / Message (Grind or Waterblast)	SF	\$15.00
G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA	\$50.00
G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF	\$12.70
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF	\$15.50
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF	\$22.00
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF	\$26.00
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF	\$50.00
W-18-1	Directional Bore - 1" PVC PIPE	LF	\$30.00
W-18-2	Directional Bore - 2" PVC PIPE	LF	\$50.00
W-18-3	Directional Bore - 3" PVC PIPE	LF	\$80.00
W-18-4	Directional Bore - 4" PVC PIPE	LF	\$110.00
W-18-5	Directional Bore - 6" PVC PIPE	LF	\$98.00
W-18-6	Directional Bore - 2" HDPE PIPE	LF	\$40.00
W-18-7	Directional Bore - 4" HDPE PIPE	LF	\$75.00
W-18-8	Directional Bore - 6" HDPE PIPE	LF	\$100.00
W-18-9	Directional Bore - 8" HDPE PIPE	LF	\$170.00
W-18-10	Directional Bore - 10 " HDPE PIPE	LF	\$250.00
W-18-11	Directional Bore - 12" HDPE PIPE	LF	\$315.00
W-18-12	Directional Bore - 14" HDPE PIPE	LF	\$410.00
W-18-13	Directional Bore - 16" HDPE PIPE	LF	\$480.00
W-18-14	Directional Bore - 18" HDPE PIPE	LF	\$600.00
W-20-1	Adjust Valve Box to Grade (Traffic rated metal riser ring)	EA	\$700.00
W-20-2	Adjust Valve Box to Grade	EA	\$550.00
W-20-3	Adjust Meter Box to Grade	EA	\$450.00
S-04-1	Remove Existing 22" Ring & Cover & Replace W/24" Hinged R/C (Labor Only)	EA	\$1,200.00
S-04-2	Remove Existing 32" Ring & Cover & Replace W/32" Hinged R/C (Labor Only)	EA	\$1,425.00

Exhibit C – STANDARD SPECIFICATIONS FOR SITEWORK**CONTRACT# CIP/230266****GENERAL REQUIREMENTS**

1. Work specified in this section consists of preparing roadways for resurfacing and returning the site to its original or better condition.
2. Contractor shall examine the work site and make their own determination on the character of materials and conditions to be encountered on the work site.
3. Neither the City, nor City Engineer shall be held responsible for variations found between the drawings and actual field conditions that develop through the period of construction.
4. Standard general site work requirements can be found in the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

PAVEMENT PREPARATION

1. Before any bituminous materials are applied, all loose material, dust, dirt, clumps of asphalt, vegetation, and any other loose foreign material shall be removed from the full width of the application.
2. The original edges of pavement shall be established and particular care taken in cleaning up these edges, so maximum pavement width is utilized and to ensure that the prime or tack coats will adhere. Reflective pavement markers and thermoplastic stripes and markings shall be removed when necessary.

CLIP EDGES OF PAVEMENT

1. Where no curbs exist, the edge of road shall be scraped to define the edge of pavement. The existing grass removed beyond the defined edge shall be kept to a minimum (approximately three inches [3"]).
2. The Contractor shall dispose of all loose material scraped within 48 hours of being clipped.
3. New sod will not be laid along the edge of pavement unless specified in the plans or may be installed in specific problem areas as determined by the City Engineer/Project Manager. In areas where sod is installed, the existing grass type shall be matched. Where there is not an established type, Argentine Bahia shall be used.

RECLAIMED PAVEMENT

1. Specific to this contract, existing asphalt pavement may be mixed (or reclaimed) into an existing road base where called for on the plans.

SPREADING AND MIXING

1. Once existing asphalt is mixed into the existing lime rock base of the road, it is graded to the minimum depth required to achieve six (6) inches to (8) inches of compacted mix, or as called for in the plans.
2. Mixing shall allow for uniform spread of mixed material within the lime rock base mix. Contractor must re-establish existing lines and grades.

COMPACTING AND FINISHING MIX BASE

1. Mix shall be graded back to original crown and shape and cut to a level that allows for the thickness of the final asphalt surface course in regard to existing utility structures, driveways, and curbs.
2. The reworked base mix shall be compacted to a density of not less than 98% of maximum density.
3. All excess material is considered to be Contractor's material and must be hauled off site to Contractor's own storage yard in a timely manner.
4. City property will not be used for storage of excess material.

Exhibit C – STANDARD SPECIFICATIONS FOR SITEWORK**CONTRACT# CIP/230266****PRIME & TACK COAT**

1. Prime or Tack Coat is incidental to other items of related work and shall be included in the price of the asphalt.
2. Prime and tack coats will be used on all roadway surfaces that the City of Ocala requires use on.
3. Tack coat shall be CRS-1h (trackless tack) to help reduce tracking onto existing streets

PAVING OF RECLAIMED ROADS

1. Reclaimed roads will be paved as soon as possible.
2. At no time will a reclaimed road be left in an unpaved status longer than seven (7) days once it has compacted and graded to finish grade.

ROOT REMOVAL

1. Removal of concrete sidewalk/driveway, removal of curb and excavation shall also include all costs for removal and disposal of roots that are encountered during these activities.
2. Roots will be removed to a distance that will allow for forms to be placed and not be interfered with.

GRASSING

1. Contractor shall repair sod-disturbed areas affected by their work as directed by the Engineer with a grass type that matches existing sod. In areas where there is not an established grass type, Argentine Bahia shall be used.
2. It is the intent of this specification that Contractor shall produce a satisfactory strand of grass, free of weeds and foreign growth. Contractor is responsible for sod for a minimum of sixty (60) days after installation. If sod does not flourish within the sixty (60) days Contractor will remove and replace sod at no additional cost to the City of Ocala.

CLEAN UP

1. During the progress of the work, the adjacent areas affected thereby shall be kept clean of all rubbish and surplus materials, unneeded construction equipment shall be removed, and all damage shall be repaired so the public and property owners will be inconvenienced as little as possible. The site of the work shall have a neat, orderly, and workmanlike appearance at all times.
2. When construction material or debris has washed, flowed, fallen, or been discarded into ditches, gutters, drains, catch basins, or elsewhere (either within the construction limits or on public or private property), as a result of Contractor operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a clean and neat condition. This operation is expected to be performed on a daily basis.
3. It shall be up to Contractor to restore all property, both public and private, which has been disturbed by the Contractor during execution of the contract. This shall include removal of all excess fills, sub-grade, lime rock, asphalt, and surface material which might be displaced off the roadway during construction. Contractor shall provide a site for dumping excess material. The use of private property as a construction storage or dumpsite is prohibited without providing the City Engineer/Project Manager with a written authorization form from the Property Owner.

Exhibit D - Measurement and Payment**CONTRACT# CIP/230266**

G-107	Decorative Stamp installed in concrete finish (City provides stamp)	EA
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Payment for this item shall be made at the unit price set forth in the Bid Schedule and shall constitute full compensation for all cost associated with installing a decorative stamp at each location as specified in the Contract Documents. (Each location may have up to two (2) stamps in a five feet by five feet (5' x 5') area.

G-108-1	1" SCDH 40 PVC, Conduit, Furnish & Install	LF
G-108-2	2" SCDH 40 PVC, Conduit, Furnish & Install	LF
G-108-3	3" SCDH 40 PVC, Conduit, Furnish & Install	LF
G-108-4	4" SCDH 40 PVC, Conduit, Furnish & Install	LF
G-108-5	6" SCDH 40 PVC, Conduit, Furnish & Install	LF

Payment for conduit items includes full compensation for equipment, labor and material necessary to execute the work as required by the plans and applicable City Standards. Payment includes trench excavation, installation of conduit, installation of necessary sweeps and 4' stub ups, pull strings, placement of warning tape, backfilling and compacting of trench and other work necessary for complete installation

***All other line items measurements and payments descriptions can be found in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.**

Certificate Of Completion

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Signatures: 4

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Ocala, FL 34471

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William E. Sexton

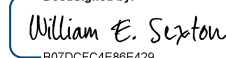
wsexton@ocalafl.org

City Attorney

City of Ocala

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Stuart Savoy

ssavoy@cwrcontracting.com

Vice-President

Security Level: Email, Account Authentication
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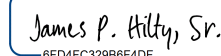
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
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Angel B. Jacobs

ajacobs@ocalafl.org

April 19

City of Ocala

Security Level: Email, Account Authentication
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Paul Carlson pcarlson@cwrcontracting.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/8/2023 8:31:53 AM ID: 1c6bbd49-effd-4c9a-8fb4-b634acd520f0	<div>COPIED</div>	Sent: 5/8/2023 10:25:38 AM Viewed: 5/8/2023 10:47:10 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/8/2023 4:20:59 PM
Completed	Security Checked	5/8/2023 4:20:59 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.