

CONTRACT AGREEMENT
Levy County Board of County Commissioners

THIS AGREEMENT, made as of _____ is **BY AND BETWEEN**

The OWNER: **Levy County Board of County Commissioners**
 PO BOX 310
 Bronson, Florida 32621

And the CONTRACTOR:

(Name) Ocala Fence, LLC
(Address) 311 NW 11 Place
(City, State, Zip Code) Ocala, FL 34475

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **George T. Lewis Airport** generally described as follows;

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Total Contract Amount

One hundred twenty-three thousand five hundred thirty-nine dollars and forty-one cents

(Amount in Written Words)

\$123,539.41

(Amount in Numerals)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **90** ninety calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER

recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$500.00** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this agreement, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

Contractor shall indemnify and hold harmless County and all of County's elected officials, officers, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs to the extent caused by the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Contractor recognizes this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Fla. Statute.

Article 10 – Section 119.0701 Florida Statutes

Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Contractor shall

- i Keep and maintain public records required by County to perform the service;
- ii Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
- iv Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of the services, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the services, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Manager of County, or his/her designee.

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

TELEPHONE: (352) 486-5218

E-MAIL: levybocc@levycounty.org

MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

Article 11 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 12 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

***Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092***

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNERName: Levy County Board of CommissionersAddress: PO BOX 310
Bronson, FL 32621By: _____
*Signature*_____
*Title of Representative***ATTEST**By: _____
*Signature*_____
*Title***CONTRACTOR**Name: Ocala Fence, LLCAddress: 311 NW 11 Place
Ocala, FL 34475By: _____
*Signature*_____
*Title of Representative***ATTEST**By: _____
*Signature*_____
Title

PERFORMANCE BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **Levy County Board of County Commissioners, PO BOX 310, Bronson, Fl. 32621**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE**

Project Location: **George T. Lewis Airport, Cedar Key, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Bond Number

PAYMENT BOND

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **Levy County Board of County Commissioners, PO BOX 310, Bronson, Fl. 32621**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE**

Project Location: **George T. Lewis Airport, Cedar Key, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions,

modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Levy County Board of County Commissioners
PO BOX 310
Bronson, Florida 32621

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF LEVY

THIS CONTRACT AWARD made this _____

by the **Levy County, Florida**, hereinafter called the OWNER,
to _____, hereinafter called the CONTRACTOR, is
for the completion of a certain project described as:

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared
by:

Passero Associates, LLC
335 S. Legacy Trail, Suite B-102
St. Augustine, FL 32092

Commencement of work under this contract shall begin not less than five (5) nor more than ten
(10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be
fully completed on or before **(90)** ninety calendar days after that specified date unless otherwise
subsequently agreed.

OWNER: Levy County, Florida

By: _____
Printed Name/Title

Signature

Acknowledgement of Receipt of Contract Award by Contractor, Ocala Fence, LLC

Printed Name/Title

Signature

Date _____

NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: Hurricane Damage Repair: Install New Fence

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__, with the exception of the following work items:

N/A

Work must commence not less than five (5) days nor more than ten (10) days after your receipt of this Notice to Proceed as evidenced by the date of receipt shown on the certified mail return receipt, and you are to complete the WORK, with the exception of the above listed items, within **(90)** ninety calendar days from the project start date established as set forth herein above.

Levy County, Florida

BY: _____
County Manager

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

Ocala Fence, LLC

this _____ day of _____,

20_____, _____

By: _____
(Signature)

(Printed Name)

(Title)

FINAL RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of Ninet-seven thousand one hundred nineteen dollars and fifty-eight cents (\$97,119.58), paid by the **Levy County, Florida** hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for Bid Schedule(s) _____, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20____, known as _____ except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this data and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and materials suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

WITNESS:

Ocala Fence, LLC

CONTRACTOR

By: _____

STATE OF _____

Title: _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires:

Agreement for Delivery and Use of Electronic Documents

In connection with the George T. Lewis Airport (hereinafter "Project"), for which **Passero Associates** has been retained to provide services, (hereinafter "**Recipient** ") has requested that **Passero Associates**, provide **Recipient** with certain "Instruments of Services" prepared by **Passero Associates** and its sub-consultants in electronic machine readable format. These documents in such format shall hereinafter be referred to as the "Electronic Documents".

In consideration of **Passero Associates'** agreement to deliver Electronic Documents, the **Recipient** agrees as follows:

1. **Passero Associates** retains ownership of the Electronic Documents. Use of the files is permitted only with the express authorization of **Passero Associates**. It is understood and agreed that all drawings, specifications, or documents of any kind prepared by **Passero Associates** or its sub-consultants, whether in hard copy or any electronic or machine-readable format, shall remain instruments of their services, **Passero Associates** and its sub-consultants retain in common law, statutory and other reserved rights, including the copyright. This agreement shall not in any other way alter the respective interests of the parties in the Instruments of Services as set forth on any agreement for services between **Recipient** and **Passero Associates**, notwithstanding **Passero Associates** agreement to release the Electronic Documents to **Recipient**.
2. The Electronic Documents are provided to the **Recipient** for information purposes only. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications which are, and remain, the Contract Documents for the Project or the paper copies of any other document prepared by **Passero Associates**, or its sub-consultants. If there is any discrepancy between the Electronic Documents and the sealed paper copies, the sealed paper copies will prevail.
3. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the **Recipient** that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either expressed or implied.
4. **Recipient** agrees not to add to, modify or alter, in any way, or to allow others to add to, modify or alter, in any way, the Electronic Documents.
5. Where the **Recipient** has received specific permission from **Passero Associates**, or an authorized agent of the Project's Owner, to use the Electronic Documents in connection with **Recipient**'s obligation to prepare certain document for the Project, **Recipient** shall, in addition to other obligations set forth herein, remove from the copy of Electronic Documents, **Passero Associates** and/or **Passero Associates** sub-consultants' title block and/or any other reference information on the documents that could extend liability of the **Recipient**'s work to **Passero Associates** and/or its sub-consultants.
6. **Recipient** further agrees that the Electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied for the limited purpose stated above only. **Recipient** agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above, without the express written permission of **Passero Associates**.

7. **Recipient** agrees to waive any and all claims and liability against **Passero Associates**, and its sub-consultants resulting in any way from any failure by **Recipient** to comply with the requirements of this Agreement for the Delivery of Documents on Electronic Fund.
8. **Recipient** further agrees to indemnify and hold harmless **Passero Associates**, and its sub-consultants and each of their partners, officers, shareholders, directors, and employees from any and all claims, judgments, suits, liabilities, damages, cost, or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1.) **Recipient** s failure to comply with any of the requirements of this *Agreement for Delivery and Use of Electronic Documents*; or 2.) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgements, suit, liability, damage, cost or expense.

By receipt of this document you are hereby bound to the conditions herein.

Recipient:_____

Date:_____

Signature:_____

Title:_____

Company: Ocala Fence, LLC

Fees/Permitting Requirements Checklist for Contractors							
	Forms/Permits	Estimated Costs of Fees	N/A	Completed		Checked	
				By	Date	By	Date
1	NEPA Environmental/Determination						
2	FAA Requirements						
	Certification for commissioning of equipment						
	as built						
3	FDOT Requirements						
	as-builts						
	asphalt core testing's						
4	Water Management District Requirements						
	Commencement Form						
	As-builts						
5	FDEP Requirements (Water & Sewer)						
	TV tests for Utilities						
	Bacteriological test for new water mains						
	Pressure tests for new water						
	Pressure tests for new sanitary force mains						
	as-builts						
6	City Requirements (impact fees, construction fees, etc.)						
7	County Requirements (impact fees, construction fees, etc.)						
8	Regional Requirements (impact fees, construction fees, etc.)						
9	Utility Requirements (water, sewer, electric impact fees, etc.)						
10	NPDES Requirements						
	NOI						
	NOT						
	Storm Pollution Prevention Plan Construction						
	Inspection Reports; Reports are generated on a weekly basis and after each storm event greater than 0.5" of rainfall						
11	Railroad Right of Way						
12	ACOE/WMD - Wetlands permit (clearing house)						
	Commencement						
	Termination						