

## UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Engineered Spray Solutions, LLC.**, a Florida limited liability company, hereinafter referred to as "Contractor".

This Contract, including its Exhibits A and B, attached hereto, Solicitation 252672FB and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

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

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

### ENGINEERED SPRAY SOLUTIONS, LLC.

BY:  Signed by:  
FAB780B22FDE435  
Managing Member/Manager

08-11-2025 | 8:45 AM EDT

### SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY:   
Jonathan R. Lewis,  
County Administrator 8/27/2025

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

Approved as to form and correctness:

By:   
County Attorney

AR

## **Terms and Conditions**

### **WITNESSETH:**

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

#### **I. Materials, Services and Labor**

Contractor shall furnish all the labor, services and materials for SR 2672 Manhole & Structures Rehabilitation, Category A - Cementitious Linings. All work and labor shall be done in accordance with the Contract Documents.

#### **II. Assignment of Work**

A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment. Contractor understands the County has awarded more than one contract for the Work described above. Each Work Assignment will be assigned on a rotational basis among all awarded contractors.

1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.

2. Contingency for unforeseen circumstances may be added to the total Work Assignment fee in an amount not to exceed 10% of such fee. Any use of contingency funds is subject to the written approval of the County, and any unused contingency shall not be paid out as a part of any final payment.

B. Should the contractor next in rotation, decline a Work Assignment, the County will contact the contractor next in the rotation until the Work Assignment is successfully assigned. If the Contractor declines five Work Assignments within a twelve-month period the Contract may be terminated at the sole discretion of the County.

C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency, shall not exceed the threshold as established by §255.20, F.S.

#### **III. Work Assignment Pricing, Term and Non-Appropriations**

A. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule, plus non-

competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.

- B. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.
- C. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

#### IV. Contract Documents

- A. The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:
  - 1. Solicitation and any addenda
  - 2. General Conditions
  - 3. Supplemental General Conditions, if any
  - 4. Technical Specifications
  - 5. All Work Assignments inclusive of project drawings, specifications and addenda
  - 6. Work Assignment Purchase Orders
  - 7. Work Assignment Notice(s) to Proceed
  - 8. All Contract Modifications
- B. In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

#### V. Performance and Payment Bond

A Performance and Payment Bond will be required on Work Assignments having a total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

#### VI. Insurance

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

#### VII. Contractor's Affidavit

When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

#### VIII. Payment

A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.

B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.



- C. Monthly payment applications for less than \$200.00 are not acceptable and will not be processed, except for the final payment application.

IX. Invoicing

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance

- A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.
- B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

XI. Liability of the Contractor

- A. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.
- B. Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless the Florida Department of Transportation (FDOT) from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or

intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This provision shall apply only to work performed by the Contractor upon property in which FDOT has a legal interest.

- C. This Section of the Contract will survive the completion or termination of the Contract.

## XII. Liquidated Damages

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable, therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

## XIII. Contractor's Representations for Work Assignments

- A. Contractor makes the following representations regarding each Work Assignment:
  - 1. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal,

state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

2. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.
3. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

#### XIV. Contractor's Representations for the Contract

- A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.
- B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

#### XV. Public Entity Crimes

Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### XVI. Independent Contractor

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over

the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

#### XVII. Termination

Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County's Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

#### XVIII. Notice Provision

- A. Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.
- B. Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCAs (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:		County's Administrative Agent:	
Name	Jacob Hensley	Name	John Saputo
Title	Estimator	Title	Manager II
Address	1306 Banana Rd	Address	1001 Sarasota Center Blvd.
	Lakeland, FL 33810		Sarasota, FL 34240
Phone	863-308-0126	Phone	941-650-0022
E-mail	jhensley@acus-us.com	E-mail	jsaputo@scgov.net

#### XIX. Access to Records

The Contractor shall maintain books, records, documents, and other materials ("Records") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives.



Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1 - September 30) after completion of the Contract.

**XX. Dispute Resolution**

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**XXI. Local Hiring Initiative**

- A. In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and

subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

- B. The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

## XXII. Scrutinized Companies

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

## XXIII. Public Records

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

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

**Phone: 941-861-5886  
Email: [publicrecords@scgov.net](mailto:publicrecords@scgov.net)**

#### XXIV. Miscellaneous

- A. Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- B. This Contract may be modified only by instrument in writing and signed by the parties.
- C. This Contract may be executed in any number of counterparts, any one of which may be taken as an original.
- D. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- E. The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.
- F. If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

#### XXV. Entire Contract

This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

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**EXHIBIT A**  
**UNIT PRICE SCHEDULE**

**CATEGORY A – CEMENTITIOUS LININGS**

Item	Description	Unit of Measure	Unit Price
<b>MANHOLE &amp; STRUCTURES COATING - CEMENTITIOUS</b>			
1	Cementitious Based Coating 48" Diameter 1/2" Minimum Thickness	Vertical Feet	\$110.00
2	Cementitious Based Coating 48" Diameter 1" Minimum Thickness	Vertical Feet	\$190.00
3	Cementitious Based Coating 60" Diameter 1/2" Minimum Thickness	Vertical Feet	\$130.00
4	Cementitious Based Coating 60" Diameter 1" Minimum Thickness	Vertical Feet	\$245.00
5	Cementitious Based Coating 72" Diameter 1/2" Minimum Thickness	Vertical Feet	\$150.00
6	Cementitious Based Coating 72" Diameter 1" Minimum Thickness	Vertical Feet	\$260.00
7	Structure Cementitious Based Coating - 1/2" Min. Thickness	Square Feet	\$10.00
8	Structure Cementitious Based Coating - 1" Min. Thickness	Square Feet	\$15.00
<b>MANHOLE &amp; STRUCTURES REPAIR</b>			
9	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	Square Feet	\$18.00
10	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	Square Feet	\$20.00
11	Patching & Profiling - Cementitious Grout Only	Square Feet	\$26.25
12	Infiltration Control - Cementitious or Chemical Grout	Gallon	\$125.00
13	Bonding Compound	Gallon	\$0.10
14	Bench and Invert Channel Repair	Linear Feet	\$265.00
15	Chimney Repairs	Vertical Feet	\$35.00
16	Chimney Replacement	Vertical Feet	\$40.00
17	Manhole Rim & Cover Raised 2" lifts - less than 6"	Each	\$1,300.00
18	Manhole Rim & Cover Raised 2" lifts - 6" to 12"	Each	\$2,000.00

**EXHIBIT A**  
**UNIT PRICE SCHEDULE**

Item	Description	Unit of Measure	Unit Price
19	Manhole Rim & Cover Replacement - Paved Areas	Each	\$2,000.00
20	Manhole Rim & Cover Replacement - Grassed Areas	Each	\$1,800.00
21	Seam Extrusion Welding	Linear Feet	\$50.00
22	Fusion Welding of Pipe Boot	Each	\$115.00
23	Install Rain Water Protector	Each	\$125.00
<b>CLEANING, TELEVISIONING, AND ASSESSMENT</b>			
24	Cleaning Manholes	Each	\$50.00
25	Cleaning Structures	Each	\$90.00
26	Televising (USB)/Photographs(USB) Manholes	Each	\$30.00
27	Televising (USB)/Photographs(USB) Structures	Each	\$50.00
28	GPS Mapping of County Requested Manholes	Each	\$30.00
<b>ANCILLARY SERVICES</b>			
29	Bypass Pumping - 4" Pump	Day	\$50.00
30	Bypass Pumping - 6" Pump	Day	\$275.00
31	Bypass Pumping - 8" Pump	Day	\$375.00
32	Bypass Pumper Truck	Hour	\$430.00
33	Bypass Vac-Truck	Hour	\$165.00
34	Maintenance of Traffic (MOT) - Arterial	Each	\$1,100.00
35	Maintenance of Traffic (MOT) - FDOT	Each	\$650.00
36	Emergency Mobilization	Each	\$500.00

(END EXHIBIT A)



## **EXHIBIT B INSURANCE REQUIREMENTS**

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

### **CONTRACTOR'S INSURANCE**

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

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

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

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

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

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

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

## **EXHIBIT B INSURANCE REQUIREMENTS**

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

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse Sarasota County Government as an additional insured on the Commercial General Liability coverage.

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

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

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

### **SPECIALIZED REQUIREMENTS (LIABILITY EXPOSURES)**

- E. POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide evidence showing Contractor has obtained a two year extended reporting period endorsement.

### **SPECIALIZED REQUIREMENTS (PROPERTY EXPOSURES)**

- F. BUILDERS RISK:** Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

- a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.
- b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.
- c. Sarasota County Government, the Contractor and its subcontractors shall be included as Insureds on the policy.
- d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.
- e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than \$25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.

(END EXHIBIT B)