

ALACHUA COUNTY GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 24-451-LC

PROJECT NO. 6194109

AGREEMENT NO. 13976

VETERAN'S MEMORIAL PARK RECREATION IMPROVEMENTS

GRAY CONSTRUCTION SERVICES, INC.

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between Gray Construction Services, Inc., a Florida for-profit corporation, whose principle address is 222 West Wade Street, Trenton, Florida 32693 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the County issued Bid No. 24-451-LC seeking the bids from contractors to provide all labor, materials, equipment and supervision for the selective demolition of portions of the existing park landscape, hardscape & equipment and the subsequent construction of a new inclusive playground, an asphalt entry drive, asphalt parking lot, accessible sidewalks, and associated stormwater and utility infrastructure. Improvements also include installation of additional site lighting, landscaping, and irrigation, located at Veteran's Memorial Park, 7400 SW 41st Place, Gainesville, FL 32608 ("Project"); and

WHEREAS, after evaluating and considering all timely responses to Bid No. 24-451-LC the County identified Contractor as the lowest priced, responsive, and/or responsible bidder; and

WHEREAS, the County desires to contract with Contractor to perform the Work described in Bid No. 24-451-LC and Contractor desires to perform the Work to or for the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. THE WORK:

Bid No. 24-451-LC requested the Contractor to provide Lump Sum bid pricing for the Base Bid and Alternates A, B, C, D, and E. This Agreement awards to the Scope Of Work included in the Base Bid but does not include the Scope Of Work included in the alternates. Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the General Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 1**, the Scope of Work, attached hereto and incorporated by reference as **Exhibit 2**, and **Exhibit 11**: Revised/Final Development Plan of Veteran's Memorial Park Recreation Improvements for Alachua County Parks and Open Space, dated August 2023 ("Plans"), for Invitation to Bid No. 24-451-LC, Project No:, "Veteran's Memorial Park Recreation Improvements" attached hereto and incorporated by reference (collectively the documents referenced and attached as Exhibits 1, 2, and 11 are hereinafter referred to as the "Contract Documents"); and all incidental and necessary work and services thereto (collectively, the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 4**.

2. TERM OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties ("Effective Date"). The term of the Agreement shall be from the Effective Date until the Work is completed and all duties and responsibilities under this Agreement have been completed ("Term") unless amended or terminated as provided herein.

3. COMPENSATION AND PAYMENT:

- 3.1. For completion of all Work in accordance with this Agreement, Contractor shall be paid a sum Not-To-Exceed One Million, Four Hundred Ten Thousand, Nine Hundred Forty-Six Dollars and Zero Cents (\$1,410,946.00) (the "Contract Amount"), allocated as set forth in **Exhibit 3**, for the Base Bid.
- 3.2. The County shall establish a contingency fund in an amount that SHALL NOT EXCEED Seventy Thousand, Five Hundred Forty-Seven Dollars and Thirty Cents (\$70,547.30) (hereinafter, the "Contingency").
- 3.3. Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Contract Documents. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County's express written authorization to proceed prior to commencing that portion of the Work.
- 3.4. Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractors Work compensated within the Contract Amount and not chargeable against the Contingency. The County reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Amount. Contractor has no entitlement to any portion of any unused Contingency.
- 3.5. As a condition precedent for any payment, Contractor shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such Work were rendered pursuant to a fee and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a representative of the Contractor, which signature shall constitute Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld. Submission of Contractor's invoice for final payment shall further constitute Contractor's representation to the County that, upon receipt by Contractor of the amount invoiced, all obligations of Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. Contractor shall submit invoices to the County at the following address:

Alachua County Parks & Open Space 210 SE 134th Avenue Micanopy, FL 32667 (352) 264-6847 Attn: Capital Projects Coordinator ewilliams@alachuacounty.us

3.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:

Gray Construction Services, Inc. 222 West Wade Street Trenton, Florida 32693 cjharris@gray-construction.com

- 3.7. Except as otherwise authorized in Section 3.1, the County shall not pay or reimburse Contractor for any expenses incurred by Contractor to perform the Work
- 3.8. No additional reimbursable expense will be paid under this Agreement.

4. <u>ALACHUA COUNTY MINIMUM WAGE</u>

4.1. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as Exhibit 10. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour

\$19.00 per hour without health benefits

4.2. If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

5. PROGRESS PAYMENTS AND RETAINAGE:

- 5.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Contract Documents.
- 5.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to Contractor pursuant to Section 5.3.
- 5.3. Within thirty (30) calendar days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Contractor and County will develop a list (the "List") of items required to achieve final completion of the Work. The List shall include the estimated cost of completion of each item on the List. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release Contractor of its responsibility to complete

such corrective work, pending items, or any other Work pursuant to the Agreement. Within twenty (20) business days after the list is created, the County shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the County less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the List, Contractor may apply for Final Payment for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to one hundred and fifty percent (150%) of the total cost to complete such items until Contractor has rendered complete, satisfactory and acceptable to the County such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of Contractor. This section is intended to comply with the provisions of Section 218.735, Florida Statutes; in the event of any conflict, Florida law will prevail over this section.

5.4. The County shall not be obligated to make payment to Contractor for amounts that are the subject of a good faith dispute, or a claim brought pursuant to §255.05, Florida Statutes.

6. <u>ASBESTOS FREE MATERIALS:</u>

- 6.1. All Work under this Agreement will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Agreement certifying this fact. All payments shall be withheld until such statement is submitted.
- 6.2. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Agreement, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

7. LIQUIDATED DAMAGES:

- 7.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin with the date provided in the NTP to Contractor by the County. Contract Time for Substantial Completion is One Hundred Twenty (120) Calendar Days, as defined in **Exhibit 1**, from the begin date listed in the NTP. Contract Time for Final Completion is 21 calendar days from the date the County delivers the final List to the Contractor as provided in section 5.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 7.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve Substantial Completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every calendar day after the date fixed for Substantial Completion the Work.
- 7.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not finally completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve final completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every calendar day after the date fixed for such completion for the Work.

8. **RELEASE OF CLAIMS:**

It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, Contractor shall furnish to the County Contractor's Final Payment Affidavit in the form provided in **Exhibit 8**, attached hereto. Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit 9**, attached hereto, or on a form acceptable to the County.

9. GOVERNING ORDER OF DOCUMENTS:

- 9.1. In cases of discrepancy, the governing order of the documents is as follows:
 - 9.1.1. Amendments and Change Orders;
 - 9.1.2. This Agreement;
 - 9.1.3. General Terms and Conditions from Bid No. 24-451-LC (Exhibit 1);
 - 9.1.4. Scope of Service/Technical Specifications from Bid No. 24-451-LC (Exhibit 2);
 - 9.1.5. Plans for Invitation to Bid No. 24-451-LC (Exhibit 11);
 - 9.1.6. Notice to Proceed;
 - 9.1.7. Vendor's Bid Submittal

10. INDEMNIFICATION:

- 10.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed One Million, Four Hundred Ten Thousand, Nine Hundred Forty-Six Dollars and Zero Cents (\$1,410,946.00), the Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- 10.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 10.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 10.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 10.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11. PUBLIC RECORDS:

- 11.1. In accordance with §119.0701, Florida Statutes, Contractor, when acting on behalf of the County, shall, as required by Florida law:
 - 11.1.1. Keep and maintain public records required by the County to perform the Services.
 - 11.1.2. Upon request from the County's custodian of public records, provide the 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 Florida law or as otherwise provided by law.
- 11.1.3. 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 Agreement if Contractor does not transfer the records to the County.
- 11.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

- 11.2. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
- 11.3. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach

12. AUDITING RIGHTS AND INFORMATION:

12.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if

- exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- 12.2. If at any time, County conducts such an audit of Contractor's records and documentation and finds that Contractor overcharged County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Contractor with regard to the Project or under any other agreement between Contractor and County. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

13. INSURANCE:

Throughout the term of this Project, Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 7**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 7-A**.

14. PERMITS:

Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

15. **BONDS**:

- 15.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 5 & 6**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.
- 15.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to Contractor.

16. SEVERABILITY AND AMBIGUITY:

It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

17. AMENDMENT:

This Agreement may be amended by mutual written agreement that is executed by both of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, Scope of Work, time of completion, and other material terms and conditions, may be changed only by such written and executed amendment.

18. INDEPENDENT CONTRACTOR:

In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

19. OPTIONAL PARTICIPATION OF CONSULTANT:

The County is free to elect to have an authorized agent or a consultant on the Project site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Agreement referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made to the Alachua County Parks & Open Space Director or their designee.

20. CHOICE OF LAW:

The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. The sole and exclusive venue for any action under this Agreement shall be Alachua County, Florida.

21. LAWS AND REGULATIONS:

Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to Work required by this Agreement. Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

22. **COMPLETE AGREEMENT:**

This Agreement contains the sole and entire Agreement between the County and Contractor and supersedes any other written or oral Agreements between them not incorporated herein.

23. **NON-WAIVER:**

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

24. SUCCESSORS AND ASSIGNS:

Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

25. NO THIRD-PARTY BENEFICIARIES:

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

26. **COUNTERPARTS:**

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

27. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 27.1. Contractor's obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by a County employee, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 27.2. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County, other than those previously made in writing and still unsettled.

28. **DEFAULT AND TERMINATION**

- 28.1. The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. Prior to terminating this Agreement, the County will notify Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give Contractor seven (7) calendar days to cure the default or develop a plan and timeline acceptable to the County to cure the default. The County Manager, or their designee, is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager, or their designee, is authorized to provide final termination notice on behalf of the County to Contractor.
- 28.2. The County may terminate this Agreement without cause by first providing at least thirty (30) calendar days written notice to Contractor. The County Manager, or their designee, is authorized to provide written notice of termination on behalf of the County.
- 28.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four hours' notice in writing to Contractor. The County will be the final authority as to the availability of funds. The County will pay Contractor for all Work completed prior to any notice of termination.
- 28.4. If Contractor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment, or if it fails to make prompt payments to subcontractors or for labor, materials, or equipment, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the County Manager, or their designee, or otherwise violates any provisions of the Contract Documents, then the County may, without

- prejudice to any other right or remedy and after giving Contractor seven (7) calendar days written notice, terminate the service of Contractor for the Project and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment, if any is owed, until the Work is finished.
- 28.5. Where Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due to Contractor will not release Contractor from liability.
- 28.6. Upon seven (7) calendar days' written notice to Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate this Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.
- 29. **WORKPLACE VIOLENCE** Employees of Contractor are prohibited from committing any act of Workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

Battery: intentional offensive touching or application of force or violence to another. Stalking: willfully, maliciously and repeatedly following or harassing another person.

- 30. **BACKGROUND CHECKS** Due to the scope of work/services involving contractor and/or subcontractor personnel working in proximity to minors, the Contractor hereby confirms that any personnel employed by the Contractor and the Contractor's subcontractor who will complete work at an Alachua County Park for the project or service described in this solicitation must have successfully completed a criminal level 2 background check, completed by the Contractor at no additional cost to the County. A criminal background check is search of federal, state or local government files to determine if the person has current or past criminal history of a conviction of a crime that poses a threat to vulnerable individuals like children or the aged. The County may request and review any associated records with or without cause, and to require replacement of any Contractor, Contractor employee and subcontractor found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award.
- 31. **<u>DUTIES AND OBLIGATIONS</u>** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 13976) and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.
- 32. **POLLUTION ABATEMENT** Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. It shall take necessary measures to minimize soil erosion.
- 33. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY**Should the County or Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of Contractor's employees or agents or others for whose acts Contractor is legally liable, claim shall be made in writing to the County within a reasonable time of the first observance of such injury or damage.

- 34. **HEALTH CONSIDERATIONS** Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. Contractor shall commit no public nuisance.
- 35. **ELECTRONIC SIGNATURES**The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 36. **E-VERIFY:** Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at https://www.uscis.gov/E-Verify. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first written below.

ALACI	HUA COUNTY, FLORIDA
Board	C. Alford, Chair of County Commissioners
Date: _	APPROVED AS TO FORM
Irby, Esq., Clerk AL)	Alachua County Attorney's Office
By:	RACTOR -DocuSigned by: MITHEW TOND GRAY ANTHEW TODD GRAY President
	Presid

IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

1. PRICING:

The Schedule of Values, attached hereto and incorporated by reference as **Exhibit 3**, provides pricing for the Work performed under the Agreement will be as provide in the Scope of Work/Technical Specifications (**Exhibit 2**) and the NTP.

2. HOURS OF WORK:

- 2.1. Standard hours of the Work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will Contractor perform any Work at any time or access the site of the Work without specific written consent (by memorandum or email) of the County's representative.
- 2.2. Non-standard hours are hours required by the County to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 2.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 2.4. County Holidays Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

New Year's Day Martin Luther King Day

Memorial Day

Juneteenth Day

4th of July

Labor Day

Veteran's Day

Thanksgiving Day and the day after Thanksgiving

Christmas Day and one additional day as designated by County Manager

3. WORK AUTHORIZATION:

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Scope of Work (**Exhibit 2**).
- 3.2. Alachua County shall issue a revised Notice to Proceed in the form of Exhibit 4.
- 3.3. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 3.4. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

4. SCHEDULING OF WORK:

- 4.1. The County will issue an NTP for the Work. The first day of performance under an NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use Contractor shall request Alachua County to inspect the Work to determine the status of completion.
- 4.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
- 4.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by Contractor and replaced to its original location upon completion of the Work. If the

- furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
- 4.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 4.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

5. CONTRACTOR'S RESPONSIBILITIES:

- 5.1. Contractor shall supervise, perform and direct the Work using the best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. Contractor shall ensure that the completed Work complies accurately with the Contract Documents.
- 5.2. Contractor's Superintendent: Contractor shall employ a competent resident superintendent who shall be at the Project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent Contractor at the site and shall have full authority to act on behalf of Contractor. All communications given to the superintendent shall be binding on Contractor. All oral communications affecting Contract Time, Contract Amount and Contract interpretation will be confirmed in writing to the County.

6. DESIGN:

- 6.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. Contractor agrees to provide detailed design drawings and plans if requested by the County, with reimbursement included in an amended NTP and said cost should be incidental to the Project.
- 6.2. Incidental means not exceeding 10% or \$5,000, whichever is higher, of the total Project cost, unless properly justified and approved by the County.

7. ALACHUA COUNTY-FURNISHED UTILITIES:

7.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.

7.2. Water:

- 7.2.1.Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
- 7.2.2.All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with

the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

7.3. Electricity:

- 7.3.1.The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.
- 7.3.2.All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

8. DIRECT PURCHASE OF MATERIALS:

County may purchase materials directly and provide them to Contractor for use on the Project. Within forty-five (45) days of the issuance of the NTP Contractor will provide County with a list of bulk materials needed on the Project, the cost for those materials including sales tax, and a schedule of values showing when those items are needed. If County elects to purchase certain items, Contractor will prepare a deductive change order to the Agreement. County shall issue a purchase order and Contractor has sole responsibility for establishing delivery and schedule. There will be no reimbursement to Contractor if the materials are obtained by the County at less than the estimated cost.

9. PROCEDURES:

- 9.1. Pre-Construction Conference: After award of the Agreement and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.
- 9.2. The Work of this Agreement shall be determined by the Scope of Work (**Exhibit 2**). Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. Contractor shall also be responsible for site safety as well as site preparation and cleanup.
- 9.3. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
- 9.4. Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

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EXHIBIT 2: SCOPE OF WORK/ TECHNICAL SPECIFICATIONS

Scope of Work

1. Purpose

This ITB extended by Alachua County Parks & Open Space for Veteran's Memorial Park Recreation Improvements includes, but is not limited to, providing full-time and competent supervision, skilled and experienced labor, materials, tools, and equipment necessary to complete, in an acceptable and timely manner, the improvements described in the plans & specifications.

Work includes selective demolition of portions of the existing park landscape, hardscape & equipment and the subsequent construction of a new inclusive playground, an asphalt entry drive, asphalt parking lot, accessible sidewalks, and associated stormwater and utility infrastructure. Improvements also include installation of additional site lighting, landscaping, and irrigation.

2. Erosion Control, Tree Protection, and Public Safety

Prior to soil disturbing activities the contractor shall locate all utilities and install the temporary erosion and sedimentation control measures and tree protection barricades as shown in the plans & specifications and obtain approval to proceed from the appropriate regulatory agencies.

In addition, contractor shall provide six (6) foot tall chain link safety fencing around new playground location and other areas where excavations and/or work with heavy machinery is occurring to dissuade entry by, and potential injury to, the public. This may occur in phases along with the work if the contractor so chooses.

3. Playground

Note: Installation of the new inclusive playground equipment and surfacing is already under contract with another vendor. Sitework in this area should be prioritized such that the playground installer can commence work as soon as possible and, from that point forward, the work of both contractors can proceed concurrently and in full cooperation with one another.

Sequencing shall be as follows.

- 1. Demolish existing trees and equipment as indicated in the plans & specifications. Existing playgrounds shall remain, except for swings, until new playground is complete, safe, and operational.
- 2. Clear & grub, cut & fill as necessary, and establish subgrade at seven (7) inches below finished elevation compacted as indicated in the plans & specifications.
- 3. Stake and mark playground perimeter and finished elevation for playground installer.
- 4. Playground installer(s) will layout equipment and install footings for equipment and shade structure.
- 5. Sitework contractor shall form & pour perimeter sidewalks & curbs in coordination with playground installer.

6. In due time playground installer will add gravel bed and top with poured in place (PIP) rubber surfacing to finish elevation and flush with perimeter sidewalks & curbs.

4. Biosorptive Activated Media (BAM)

Biosorptive Activated Media (BAM) shall be added to the two (2) foot undercut and backfilled bottoms & sides of stormwater basins 2 & 3A as shown in the plans & specifications.

5. Gold Star Families Memorial Monument

Installation of the new veteran's monument shown on the plans just east of the existing building (i.e. Freedom Community Center) is also under contract with another vendor. Sitework in this area should also be prioritized such that the monument installer can commence work as soon as possible and, from that point forward, the work of both contractors can proceed concurrently and in full cooperation with one another.

- 1. Clear & grub, cut & fill as necessary, install nearby stormwater & utility infrastructure, and establish subgrade 4" below finished elevation compacted as indicated in the plans & specifications.
- 2. Stake and mark monument perimeter and finished elevation for monument installer.
- 3. Monument installer(s) will layout monument and install footing & stonework as well as circular concrete pad around it.
- 4. Sitework contractor shall form & pour sidewalks leading to monument in coordination with monument installer.

6. Site Lighting

Four (4) of the new pole-mounted lights to be installed in phase 2, and two (2) should be relocated to coordinate with new playground, as indicated on sheet E1.1 of the MEP plans, see additive alternate bids below.



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GENERAL CONSTRUCTION NOTES:

- THE PROJECT STANDARDS AND SPECIFICATION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPT. OF TRANSPORTATION (FDOT) STANDARD PLANS, FY19-20 OR LATEST EDITION, AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 OR LATEST EDITION, UNLESS OTHERWISE ADDRESSED WITHIN THE CONTRACT DOCUMENTS.
- ALL MATERIALS SPECIFIED WITHIN THE DESIGN DOCUMENTS SHALL BE OBTAINED FROM AN FDOT APPROVED SUPPLIER OR MATERIAL SOURCE.
- 3. CONTRACTOR SHALL PROVIDE SHOP DRAWING SUBMITTALS FOR ALL CONSTRUCTION MATERIALS DOCUMENTING CONFORMANCE TO THE PROJECT DESIGN AND SPECIFICATIONS. A SEPARATE REQUIRED SUBMITTALS LIST SHOULD BE PROVIDED WITHIN THE DRAWINGS. IF NONE IS PROVIDED THE CONTRACTOR SHALL INQUIRE WITH THE ENGINEER OF RECORD (EOR) AS TO WHICH SUBMITTALS ARE REQUIRED. MATERIALS SHALL NOT BE DELIVERED ONSITE OR INSTALLED UNTIL SUBMITTAL APPROVAL IS PROVIDED BY THE EOR OR EOR'S REPRESENTATIVE.
- SEE THE PROJECT TOPOGRAPHIC SURVEY, INCLUDED WITH THIS DRAWING SET FOR DOCUMENTATION OF EXISTING SITE CONDITIONS.
- 5. CONTRACTOR SHALL OBTAIN COPIES OF ALL APPLICABLE PERMITS
 REQUIRED TO BEGIN CONSTRUCTION PRIOR TO COMMENCING
 CONSTRUCTION AND SHALL THEMSELVES AWARE OF ALL REQUIRED
 CONDITIONS AND REQUIREMENTS OF SAID PERMITS. THESE PERMITS MAY
 INCLUDE WATER MANAGEMENT DISTRICT PERMITS, STATE OF FLORIDA /
 FDOT RIGHT-OF-WAY CONNECTION, DRAINAGE CONNECTION AND UTILITY
 PERMITS, UTILITY PERMITS, FDEP PERMITS, MUNICIPAL OR LOCAL
 CONSTRUCTION PERMITS, AND ANY OTHER APPLICABLE REQUIRED
 PERMITS. CONTRACTOR SHALL REQUEST COPIES OF THESE PERMITS FROM
 THE OWNER AND EOR AND SHALL KEEP COPIES AVAILABLE AT ALL TIMES,
 AND ABIDE BY ALL PERMIT CONDITIONS AND REQUIREMENTS.
- 6. THE LOCATIONS OF EXISTING UTILITIES ARE DEPICTED BASED ON THE PROJECT SURVEY DRAWINGS AND OTHER BEST AVAILABLE RESOURCES, INCLUDING UTILITY PROVIDER MAPS. THE CONTRACTOR SHALL PERFORM UTILITY LOCATES TO VERIFY ALL ABOVE AND BELOW GROUND UTILITIES, AND SHALL NOTIFY ALL PUBLIC AGENCIES AND UTILITY PROVIDERS IN THE AREAS OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL UTILIZE THE SUNSHINE STATE ONE CALL CENTER (1-800-432-4770 OR 811), UTILITY PROVIDER LOCATE SERVICES, AND PRIVATE UTILITY LOCATE SERVICES, AS NECESSARY TO ACCURATELY LOCATE ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES THROUGHOUT CONSTRUCTION, AND ANY DAMAGE TO EXISTING



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UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING ANY COSTS INCURRED TO REMEDIATE SUCH DAMAGES. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE UNTIL ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED IN THE FIELD.

- 7. THE CONTRACTOR SHALL NOT PROCEED WITH ANY CONSTRUCTION ACTIVITY WITHOUT OBTAINING COPIES OF ALL REQUIRED REGULATORY AGENCY PERMITS, INCLUDING BUT NOT LIMITED TO LOCAL MUNICIPAL SITE CONSTRUCTION PERMITS, WATER MANAGEMENT DISTRICT PERMITS, FDEP PERMITS, FDOT PERMITS, AND ANY OTHER LOCAL, STATE OR FEDERAL PERMITS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPLICABLE JURISDICTIONAL AGENCIES AND THE EOR TO UNDERSTAND ALL REQUIRED PERMITS AND HAVE COPIES OF SAME PRIOR TO COMMENCING CONSTRUCTION.
- 8. THE CONTRACTOR IS REQUIRED TO FILE THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION (FDEP) NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (RULE 62-621.300(4), F.A.C.). CONSTRUCTION ACTIVITY SHALL NOT COMMENCE PRIOR TO OBTAINING A LETTER FROM FDEP VERIFYING THE NOI IS COMPLETE, THE PROJECT IS COVERED BY THE GENERIC PERMIT, AND THE PROJECT IDENTIFICATION NO. IS ESTABLISHED. CONTRACTOR SHALL PROVIDE THE EOR WITH A COPY OF THE FDEP ACKNOWLEDGEMENT LETTER VERIFYING COVERAGE.
- 9. THE CONTRACTOR SHALL UTILIZE A FLORIDA REGISTERED SURVEYOR TO STAKE OUT ALL OF THE SITE FACILITIES AND VERIFY THE DIMENSIONS, GRADES AND ALIGNMENTS SHOWN ON THE DRAWINGS PRIOR TO CONSTRUCTING THE FACILITIES. IN THE EVENT THE CONTRACTOR OR CONSTRUCTION SURVEYOR DETERMINES THERE ARE FIELD OR DESIGN DISCREPANCIES, THEY SHOULD BE BROUGHT TO THE EOR'S ATTENTION TO ASSIST WITH RESOLVING SAID DISCREPANCIES.
- 10. THE CONTRACTOR SHALL PAY CAREFUL ATTENTION TO EXISTING VEGETATION AND TREES AND SHALL EXERCISE EXTREME CAUTION IN THE VICINITY OF TREES TO REMAIN. HAND DIGGING SHALL BE UTILIZED IN LIEU OF MACHINE EXCAVATION WHERE NECESSARY TO PROTECT THE HEALTH OF EXISTING TREES TO REMAIN. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO EXISTING TREES TO REMAIN, WHICH MAY INCLUDE REPLACEMENT VALUE OF ANY TREES DAMAGED THAT WERE INTENDED TO REMAIN.
- 11. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF FINAL CONSTRUCTION DOCUMENTS ONSITE AT ALL TIMES, AND SHALL KEEP ACCURATE RECORD DRAWINGS OF ANY CHANGES OR ALTERATIONS MADE DURING CONSTRUCTION THAT DIFFER FROM THE FINAL CONSTRUCTION DRAWINGS. A COMPLETE SET OF FINAL RECORD DRAWINGS DOCUMENTING



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- ALL CONSTRUCTION RELATED PROVISIONS SHALL BE PROVIDED IN ELECTRONIC FORM TO THE EOR WITHIN 15 DAYS FROM COMPLETION OF CONSTRUCTION.
- 12. ALL GEOTECHNICAL ENGINEERING / TESTING SHALL BE PERFORMED BY A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE EOR AND OWNER IN ELECTRONIC FORM IMMEDIATELY AFTER TESTING WORK OR EVALUATION IS PERFORMED.
- 13. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TRAFFIC SIGNAGE THROUGHOUT CONSTRUCTION.
- 14. PRIOR TO PERFORMING ANY CONSTRUCTION DEMOLITION OR UTILITY WORK, THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING OR MEETINGS WITH THE EOR, OWNER, AND ALL UTILITY PROVIDERS PROVIDING SERVICE WITHIN THE PROJECT LIMITS.
- 15. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING AND STAKING TO ASSURE COMPLIANCE WITH ALL HORIZONTAL AND VERTICAL ELEMENTS OF THE DESIGN NECESSARY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE DESIGN DRAWINGS AND SPECIFICATIONS. CONSTRUCTION SURVEYING / STAKEOUT SHALL BE PERFORMED BY A FLORIDA LICENSED SURVEYOR OR FLORIDA LICENSED SURVEYING COMPANY.
- CONTRACTOR SHALL ESTABLISH AND MAINTAIN PROPER ELEVATION BENCHMARKS ON SITE AT ALL TIMES, AND SHALL REPLACE DAMAGED BENCHMARKS USING A FLORIDA LICENSED SURVEYOR.
- 17. THE CONTRACTOR IS RESPONSIBLE TO REPAIR OR RESTORE ANY DAMAGE CAUSED BY THE CONTRACTOR TO ANY PROPERTY INFRASTRUCTURE, LANDSCAPE, HARDSCAPE, OR OTHER FACILITIES TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO CONSTRUCTION COMMENCEMENT, UNLESS OTHERWISE IDENTIFIED BY THE CONSTRUCTION DOCUMENTS.
- 18. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY AT ALL TIMES DURING TRENCHING AND EXCAVATION WORK, AND SHALL PROTECT ALL WORKERS, THE PUBLIC, AND INFRASTRUCTURE SYSTEMS FORM DAMAGE DURING TRENCHING AND EXCAVATION ACTIVITIES. METHODS SUCH AS SHORING, BRACING, SHEETING, AND PLATING SHALL BE USED AS NECESSARY TO COMPLY WITH ALL APPLICABLE SAFETY STANDARDS AND REGULATIONS. EXCAVATION TRENCHES SHALL BE MAINTAINED IN A DRY CONDITION AND DEWATERING SHALL BE USED AS NECESSARY IN ACCORDANCE WITH ALL LOCAL, STATEWIDE AND FEDERAL REGULATIONS. WATER QUALITY SHALL BE MAINTAINED FOR ALL DEWATERING DISCHARGE IN ACCORDANCE WITH APPLICABLE WATER MANAGEMENT DISTRICT REQUIREMENTS.

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- 19. THE CONTRACTOR SHALL REQUEST AND OBTAIN COPIES OF ALL GEOTECHNICAL ENGINEERING STUDIES, REPORTS OR DOCUMENTS THAT WERE PREPARED FOR THE CONSTRUCTION PROJECT, AND SHALL FAMILIARIZE THEMSELVES WITH THE STUDY'S FINDINGS AND CONSTRUCTION RECOMMENDATIONS. CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS FOR APPLICABLE CONSTRUCTION ACTIVITIES UNLESS OTHERWISE INDICATED BY THE CONSTRUCTION DOCUMENTS AND SO APPROVED FOR DEVIATION BY THE EOR OR OTHER GEOTECHNICAL RECOMMENDATIONS APPROVED BY THE EOR AND OWNER.
- 20. THE CONTRACTOR SHALL NOT PERFORM WORK THAT DEVIATES FROM THE CONSTRUCTION DOCUMENTS UNLESS APPROVED BY THE OWNER. CHANGE ORDER REQUESTS SHALL BE SUBMITTED AND APPROVED PRIOR TO PERFORMING ADDITIONAL CHANGE ORDER WORK. CONTRACTOR TAKES SOLE RESPONSIBILITY FOR ANY ADDITIONAL WORK PERFORMED PRIOR TO OBTAINING APPROVAL OF CHANGE ORDER REQUESTS, AND MAY RISK NON-PAYMENT BY OWNER FOR ADDITIONAL WORK PERFORMED WITHOUT PRIOR CHANGE ORDER AUTHORIZATION.
- 21. ALL NEW TRAFFIC CONTROL DEVICES, SIGNAGE, AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND THE APPLICABLE FDOT STANDARDS.

PAVING, GRADING AND DRAINAGE SPECIFICATIONS:

 ALL NEW ASPHALT PAVEMENT CONSTRUCTION SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:

A. EARTHWORK: FILL MATERIALS SHALL CONFORM TO AASHTO SOIL GROUPS A-1, A-2, A-3, OR A-4 AND SHALL BE PLACED IN 6" - 12" LOOSE LIFTS AND COMPACTED TO 95% DENSITY USING MODIFIED PROCTOR METHOD (AASHTO T-180).

B. SUBSOIL EXCAVATION: WHERE SUBSOIL EXCAVATION IS REQUIRED, UNSUITABLE MATERIALS SHALL BE REMOVED TO A DEPTH OF 24" BELOW THE LIMEROCK BASE AND BACKFILLED WITH CLEAN FILL.

C. STABILIZED SUBGRADE: ALL STABILIZED MATERIAL SHALL BE TYPE 'B' CONFORMING TO SECTION 914-3 AND PLACED ACCORDING TO SECTION 160 IN ONE 12" MINIMUM COMPACTED LIFT. SUBGRADE SHALL BE STABILIZED TO A MINIMUM LBR VALUE OF 30 OR 40 PER DESIGN SECTION.

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D. BASE COURSE: ALL MATERIAL SHALL BE LIMEROCK CONFORMING TO SECTION 911 AND PLACED ACCORDING TO SECTION 200 IN ONE 6" OR 8" (PER DESIGN SECTION) MINIMUM COMPACTED LIFT. ALL BASE MATERIAL SHALL BE COMPACTED TO 98% DENSITY BY MODIFIED PROCTOR METHOD (AASHTO T-180). THE PRIME COAT SHALL CONFORM TO SECTION 300 OF THE STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (JULY 2019).

E. ASPHALTIC CONCRETE: ALL ASPHALTIC CONCRETE MATERIAL SHALL BE TYPE SP STRUCTURAL COURSE (TYPE & THICKNESS PER DESIGN SECTION) AND SHALL CONFORM TO SECTION 331. ALL ASPHALTIC CONCRETE CONSTRUCTION SHALL CONFORM TO SECTION 330-001 OF THE STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (JULY 2019).

F. TRAFFIC STRIPING: ALL STRIPING SHALL CONFORM TO FDOT STANDARD PLANS SECTION 711-001.

- ALL CONCRETE USED FOR CONSTRUCTION OF DRAINAGE STRUCTURES, SIDEWALKS, SPILLWAYS, CURBING, ETC. SHALL BE CLASS I CONFORMING TO SECTION 346 OF THE STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (JULY 2019).
- SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 522
 OF THE STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE
 CONSTRUCTION (JULY 2019).
- ALL BROKEN/CRACKED CURBING ADJACENT TO PARKING IMPROVEMENTS
 MUST BE FULLY REMOVED AND REPLACED.
- STORM PIPES AND STRUCTURES SHALL BE INSPECTED SEMI-ANNUALLY AND CLEANED ANNUALLY.
- MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM SHALL COMPLY WITH ALACHUA COUNTY AND SJRWMD REQUIREMENTS.

GEOTECHNICAL TESTING NOTES:

- THE CONTRACTOR SHALL EMPLOY, AT THEIR EXPENSE, A LICENSED GEOTECHNICAL ENGINEERING TESTING FIRM (GE) TO PROVIDE GEOTECHNICAL TESTING AND ANALYSIS FOR THE PROJECT.
- GEOTECHNICAL TESTING SHALL BE PERFORMED FOR THE ROADWAY, SIDEWALKS, FOUNDATIONS, UTILITIES AND OTHER ITEMS NECESSARY.

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- THE OWNER RESERVES THE RIGHT TO HIRE AN INDEPENDENT
 GEOTECHNICAL ENGINEERING FIRM TO EVALUATE OR REVIEW ANALYSIS
 AND TESTING PROVIDED BY CONTRACTOR'S GE.
- 4. ROADWAY / PARKING LOT TESTING:
 - a. THE CONTRACTOR SHALL CLEAR & GRUB THE SITE, AND THEN ROUGH GRADE THE SITE TO SUBGRADE ELEVATION. THIS MAY OCCUR IN PHASING IF THE CONTRACTOR CHOOSES TO PHASE THE WORK IN SECTIONS.
 b. IN THE EVENT THE CONTRACTOR CHOOSES TO PHASE THE WORK, AND BUILD THE ROADWAY PAVEMENT SECTION IN PHASES, A PHASING PLAN SHALL BE PROVIDED TO THE ENGINEER IN ADVANCE OF THE WORK BEGINNING.
 - c. THE IN-SITU SUBGRADE SOILS SHALL THEN BE ANALYZED BY THE GE BY ADVANCING AUGERS OR OTHER EXCAVATION TECHNIQUES OR METHODOLOGIES DESIRED BY THE GEOTECHNICAL ENGINEER, TO VERIFY THE SUITABILITY OF THE SUBGRADE SOILS. THE ANALYSIS SHOULD ALSO INCLUDE APPROPRIATE TESTING TO INDICATE IF THE SUBGRADE SOILS ARE WELL-DRAINING SOILS, SUITABLE FOR STABILIZING AND UTILIZING FOR THE SUBGRADE LAYER OF THE ROADWAY PAVEMENT SECTION. SUITABLE SOILS SHALL BE VERIFIED TO A DEPTH OF 24" BELOW THE PAVEMENT BASE COURSE.
 - d. THE SOILS SHALL BE EVALUATED AT A MINIMUM OF EVERY 100 FEET OR AS ADDITIONALLY NEEDED TO VERIFY THE ENTIRE LIMITS OF STABILIZATION. TESTING SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION (SSS) 160.
 - e. DEVIATIONS FROM FDOT TESTING REQUIREMENTS MAY BE REQUESTED BY THE GE. DEVIATION REQUESTS SHALL BE SUBMITTED TO THE EOR AND OWNER, IN WRITING, WITH AN EXPLANATION OF THE DEVIATION REQUESTED AND A REASON FOR THE REQUEST.
 - f. THE GE SHALL SUBMIT A WRITTEN REPORT TO THE ENGINEER AND THE OWNER DETAILING THE LOCATIONS OF BORINGS OR TEST LOCATIONS AND AN ANALYSIS OF SAMPLING RESULTS AND RECOMMENDATIONS. ANY UNSUITABLE SOILS FOUND THAT NEED TO BE REMOVED AND BACKFILLED WITH SUITABLE SOILS SHALL BE IDENTIFIED IN THE REPORT WITH LOCATIONS AND AMOUNTS IDENTIFIED.
 - g. UNSUITABLE SOIL REMOVAL AND BACKFILL SHALL BE DIRECTED BY THE GE AND APPROVED BY THE EOR AND OWNER. THE SPECIFIC LOCATION AND VOLUME OF REMOVAL AND BACKFILL SOILS SHALL BE RECORDED BY THE CONTRACTOR AND PROVIDED TO THE ENGINEER AND OWNER DAILY. FAILURE TO PROVIDE DAILY UNSUITABLE SOIL REMOVAL AND REPLACEMENT VOLUMES MAY RESULT IN NON-PAYMENT FOR ADDITIONAL PAYMENT REQUESTS.

(352) 375-8999

🖾 contact@jbpro.com

@ jbpro.com



Gainesville Galactica 3530 NW 43rd Street Gainesville, FL 32606

h. THE SUITABLE BACKFILL SOIL SOURCE SHALL BE SAMPLED AND TESTED BY THE GE AND IDENTIFIED AS SUITABLE BY THE GE IN A WRITTEN REPORT PROVIDED TO THE OWNER AND ENGINEER.

i. APPROPRIATE SOIL SAMPLING AND TESTING OF THE STABILIZED SUBGRADE SHALL BE PERFORMED IN ACCORDANCE WITH FDOT SSS 160. j. UPON COMPLETION OF THE STABILIZED SUBGRADE LAYER AND ACCEPTANCE BY THE OWNER, CONCRETE CURB AND CONCRETE CURB & GUTTER SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH FDOT SSS 520.

k. UPON COMPLETION OF THE STABILIZED SUBGRADE LAYER AND ACCEPTANCE BY THE OWNER, THE CONTRACTOR SHALL INSTALL THE LIMEROCK BASE LAYER. THE BASE MATERIAL SHALL BE TESTED BY THE GE TO VERIFY CONFORMANCE WITH FDOT SSS 230. COMPACTION TESTING OF THE LIMEROCK BASE COURSE SHALL BE PERFORMED TO VERIFY CONFORMANCE TO THE PROJECT DESIGN SPECIFICATIONS IN ACCORDANCE WITH FDOT SSS 200.

I. UPON COMPLETION OF THE LIMEROCK BASE COURSE LAYER AND PRIMING, THE CONTRACTOR SHALL INSTALL THE SP ASPHALT PAVEMENT LAYER(S) IN ACCORDANCE WITH THE DESIGN SPECIFICATIONS. THE SP ASPHALTIC CONCRETE SHALL CONFORM TO FDOT SSS 334 AND SHALL BE TESTED IN ACCORDANCE WITH FDOT SSS 330.

- SIDEWALK TESTING:
 - a. THE CONTRACTOR SHALL PROVIDE ALL EARTHWORK NECESSARY TO PREPARE THE SUBGRADE FOR ALL CONCRETE SIDEWALKS AND WALKWAYS TO THE APPROPRIATE GRADE.
 - b. THE GE SHALL INSPECT THE SUBGRADE AND DIRECT THE CONTRACTOR TO REMOVE ANY MATERIAL DEEMED UNSUITABLE FOR PLACING THE CONCRETE SIDEWALK ABOVE.
 - c. THE TOP 6" OF SUBGRADE SOILS FOR SIDEWALK AND WALKWAY CONSTRUCTION SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY PER STANDARD PROCTOR TEST (AASHTO T99).
 - d. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THAT REQUIRED UNDER SECTIONS 522 AND SECTION 347 FOR CLASS NS PORTLAND CEMENT CONCRETE.

(352) 375-8999

e contact@jbpro.com

@ jbpro.com

EXHIBIT 3: BID FORM/ SCHEDULE OF VALUES



Alachua County, Florida

Procurement

Theodore "TJ" White, Jr. CPPB, Procurement Manager County Administration Building, Gainesville, FL 32601

PROPOSAL DOCUMENT REPORT

ITB No. ITB 24-451-LC

Veterans Memorial Park Recreation Improvements

RESPONSE DEADLINE: December 13, 2023 at 2:00 pm Report Generated: Tuesday, January 2, 2024

Gray Construction Services Proposal

CONTACT INFORMATION

Company:

Gray Construction Services

Email:

cjharris@gray-construction.com

Contact:

CJ Harris

Address:

222 West Wade Street

Trenton, FL 32693

Phone:

Website:

http://www.gray-construction.com

Submission Date:

Dec 13, 2023 1:53 PM

PROPOSAL DOCUMENT REPORT ITB No. ITB 24-451-LC Veterans Memorial Park Recreation Improvements

PRICE TABLES

ine Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1 Base Bid		1	SI	\$1,410,946.00	\$1,410,946.00
TOTAL					\$1,410,946.00

ALTERNATE BIDS, ADDITIVE OR DEDUCTIVE

Line Item	Description	Unit of Measure	Unit Cost
	DEDUCT from base bid to increase substantial completion to 180 calendar days.	51	\$0.00
	Add to base bid for engineering, materials, and installation of electric LED bollard lighting along westernmost existing sidewalk roughly parallel to SW 75th Street. Quantity and distribution as needed to maintain an average of 2.0 footcandles (fc) along the entire north-south length of the existing sidewalk. Coordinate with GRU for pole-mounted transformer located at northwest corner of site and provide new GRU disconnect and meter. Provide new 8"x8"x96" concrete post(s) and bury in ground per manufacturer's instructions with top at 5.5" to 6" 4FG. Provide strut bracing for equipment mounting. Provide 2" underground service conduit from transformer to meter per GRU standards.	য	\$153,230,00
7	Add to base bid for engineering, materials, and installation of pole-mounted, solar-powered site lighting in place of GRU rental lighting called for in the plans & specifications. Quantity and distribution as needed to maintain an average of 2.0 foot candles (fc) along sidewalks and in parking areas. Equivalent photometric design sealed & submitted by a Florida licensed electrical engineer will be required as part of this alternate.	SI	\$238,480.00
	Add to base bid for engineering, materials, and installation to remove & replace the six (6) existing pole-mounted GRU rental lights around the existing parking lot with pole-mounted, solar-powered site lighting. Quantity and distribution as needed to maintain an average of 2.2 foot candies (fc) along sidewalks and in parking areas. Photometric design sealed & submitted by a Florida licensed electrical engineer will be required as part of this alternate.	য	\$35,684.00

PROPOSAL DOCUMENT REPORT Invitation To Bid - Veterans Memorial Park Recreation Improvements Page 2

PROPOSAL DOCUMENT REPORT ITB No. ITB 24-451-LC

Veterans Memorial Park Recreation Improvements

ine Item	Description	Unit of Measure	Unit Cost
ū	Add to base bid for engineering, materials, and installation of solar-powered bollard lighting along westernmost existing sidewalk as described in Alternate B and with the same terms as Alternate C. Include remote panels and battery boxes as needed.	511	\$207,856.00

PROPOSAL DOCUMENT REPORT Invitation To Bid - Veterans Memorial Park Recreation Improvements

CON	CONTINUATION SHEET	AIA DOCUMENT	T G703	(Instructions on reverse side)	verse side)			Page 2	of 2 Pages
AIA De contain In tabul Use Co.	AIA Document G 702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where varriable retainage for line items may apply.							APPLICATION NO.: APPLICATION DATE: THROUGH DATE:	DRAFT
A	88	S	D COMPLETED	E ETER	FATEDIALS	G		H BAT ANCE	DETAINACE
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREV APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE(D+E+F)	G/C	TO FINISH (G-C)	(IF VARIABLE RATE)
-	Mobilization, Demobilization & Permitting	\$81,107.00	\$0.00	\$0.00	\$0.00	80.00	%0	\$81,107	\$0.00
2	Demolition	\$52,000.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$52,000	\$0.00
ж	Stormwater Improvements (Basins & Piping)	\$364,000.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$364,000	\$0.00
4	Utility Infrastructure (Plumbing & Electrical)	\$33,275.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$33,275.00	\$0.00
ν	Asphalt Entry Drive & Parking Lot	\$246,500.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$246,500.00	\$0.00
9	Remaining Sitework & Grading (for Sidewalks & Playground)	\$287,220.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$287,220.00	\$0.00
٢	Concrete Sidewalks	\$125,000.00	\$0.00	\$0.00	80.00	\$0.00	%0	\$125,000.00	\$0.00
∞	Landscaping	\$88,644.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$88,644.00	\$0.00
6	Irrigation	\$56,000.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$56,000.00	\$0.00
10	Site Lighting	\$77,200.00	\$0.00	\$0.00	\$0.00	\$0.00	%0	\$77,200.00	\$0.00
11		80.00	\$0.00	\$0.00	\$0.00	80.00	#DIV/0!	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 #DIV/0!	\$0.00	\$0.00
15		80.00	\$0.00	\$0.00	\$0.00	80.00	\$0.00 #DIV/0!	\$0.00	\$0.00
	Total	61 410 046 00	00 03	00 03	00 03	00 03			00 03
	I otal	\$1,410,946.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,410,946.00	\$0.00



AIA DOCUMENT G703 'CONTINUATION SHEET FOR G702 ' 1992 EDITION ' AIA" ' g1992 ' THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK
AVENUE, NW, WASHINGTON, D.C. 20006-5292 'WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

EXHIBIT 4: GENERAL CONSTRUCTION NOTICE TO PROCEED

NTP No.:	Agreement No.: 13976
Invoice/Billing Reference No.:	
portions of the existing park landscape inclusive playground, an asphalt enti stormwater and utility infrastructure.	norial Park Recreation Improvements - the selective demolition of e, hardscape & equipment and the subsequent construction of a new ry drive, asphalt parking lot, accessible sidewalks, and associated Improvements also include installation of additional site lighting, at Veteran's Memorial Park, 7400 SW 41st Place, Gainesville, FL
County: Alachua County, a Charter C	County and political subdivision of the State of Florida
Date Issued:	
County Project Manager:	
Contractor:	
Contractor's Address: , ,	
Architect/Engineer: JBPro, Inc. & Kir	mley Horn and Associates, Inc.
No, dated betw NTP by County shall serve as authoriza forth in that certain the Agreement, inclu	in accordance with the terms of the General Construction Agreement ween the County and the Contractor ("Agreement"). Execution of this ation for the Contractor to perform the Work for the above project as set adding its exhibits, and further delineated in the specifications, conditions g listed documents which are attached hereto and made a part hereof.
ATTACHMENTS: [] DRAWINGS/PLANS/SPERIT [] SCOPE OF WORK [] SPECIAL CONDITIONS [] SCHEDULE OF VALUES []	S
referenced Agreement, which is incorp	ervices pursuant to this Notice to Proceed, its attachments and the above-porated herein by reference as if it had been set out in its entirety. cts with said Agreement, the Agreement shall prevail.
the date written above or upon issuance	ne Work authorized by this Notice to Proceed shall be commenced upon of and shall substantially complete within One Hundred Twenty (120) ompletion occurring 21 calendar days after Substantial Completion.
METHOD OF COMPENSATIO The amount paid for this job shall be: \$	on:

The County shall make payment to Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the Parties day of, 20	s hereto agree to this Notice to Proceed and have executed it on this
CONTRACTOR	ALACHUA COUNTY, FLORIDA
By:	By: Alachua County
Date:	Date:
Title: Print Name and Title	_
ARCHITECT/ENGINEER/COUNTY	(as applicable)
By:	_
Date:	-
Title: Print Name and Title	_

EXHIBIT 5: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): PRINCIPAL BUSINESS ADDRESS (No PO Box): TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME): PRINCIPAL BUSINESS ADDRESS (No PO Box): TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED: AMOUNT: GENERAL DESCRIPTION: STREET ADDRESS OF PROJECT: PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER: DATE: AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

of the number of suits that may be filed by claimants. **CONTRACTOR (PRINCIPAL)** Signed, sealed and delivered in the presence of: Witnesses as to Contractor Name:_____ Title:_____ STATE OF _____ COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of \square physical presence or \square online notarization, this day of ______, 20____, by ______. Signature of Notary Public Printed Name of Notary Public Personally Known OR Produced Identification Type of Identification Produced:_____ **SURETY** SIGNATURE:

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the

Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless

32

EXHIBIT 6: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

- 1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
- 2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
- 3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1. complete the Agreement in accordance with its terms and conditions; or
- 2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this

SURETY	
SIGNATURE:	
	SEAL
PRINTED NAME AND TITLE:	

EXHIBIT 7: INSURANCE

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

- Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value
 of equipment to be installed.
- When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available
 under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

Page 1 of 2

INSURANCE TYPE A ARTISANS CONTRACTORS SERVICE PROVIDERS.docx7- Risk

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Page 2 of 2

INSURANCE TYPE A ARTISANS CONTRACTORS SERVICE PROVIDERS.docx7- Risk

EXHIBIT 7-A: CERTIFICATE OF INSURANCE

Ą	Ć	ORD®		С	ER	TIF	ICATE OF LIAI	BILI	TY INSU	JRANC	E [MM/DD/YYYY) /08/2024			
С В	ERT	TIFICATE DOES DW. THIS CERT	NOT	TAFFIRMATIVE ATE OF INSURA	LY O	R NE	NFORMATION ONLY AND GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO RTIFICATE HOLDER.	ID OR	ALTER THE C	OVERAGE A	AFFORDED BY THE POLI	CIES				
lf	SUE	BROGATION IS	WAI	VED, subject to	the	terms	ONAL INSURED, the polic and conditions of the po cate holder in lieu of such	licy, ce	rtain policies							
lee	DUCE		not	conier rights to	tne c	erun	cate noider in lieu of such	CONTAI NAME:		ltor						
2 2000		Coast Insurance, l	Inc					NAME:	(352) 40	93-2565	I FAX	(352) /	193-0402			
		< 1520						PHONE (A/C, No E-MAIL ADDRE	ss: kristi@nat	turecoastinsura	(A/C, No):	(552)	100-0402			
Chi	eflan	d					FL 32644	INSURE	C 41	surer(s) affor Owners Insur	RDING COVERAGE rance		NAIC # 10190			
INSU	JRED							INSURE	RB: Auto-Ow	ners Insurance	Company		18988			
		Gray Con	struc	tion Services Inc				INSURE	RC: Builders	Mutual Insurar	nce Company		10844			
		222 W Wa	ade S	St				INSURE	IN D .	n Insurance Co	ompany		35378			
		Trenton					FL 32693-4149	INSURE								
CO	VER	AGES		CER	TIFIC	ATE	NUMBER: CL239143290				REVISION NUMBER:					
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											MED EXP (Any one person)	\$ 5,00	0			
Α					Υ	Υ	78477131		07/27/2023	07/27/2024	PERSONAL & ADV INJURY	\$ 1,00	0,000			
	GE	N'L AGGREGATE LIM	IIT API	PLIES PER:							GENERAL AGGREGATE	\$ 2,00	0,000			
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		OTHER:										\$				
	-	TOMOBILE LIABILIT	Y								COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000			
l _	×	ANYAUTO OWNED	_	SCHEDULED							BODILY INJURY (Per person)	\$				
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		Contractor									-					
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The	Ala	chua County Boar	rd of	County Commiss	ioners	, its o	fficials, employees and volunt	eers are	additional insu	ured on the ab						
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		Alachua C		ty BOCC et 2nd Floor				AUC	ORDANCE WIT	IN THE POLIC	PROVISIONS.					
		12 SE 181	one	Ct 2110 1 1001				AUTHO	RIZED REPRESEN	NTATIVE						
		Gainesvill	le				FL 32601									
		I							(© 1988-2015	ACORD CORPORATION.	All ria	hts reserved			

ACORD 25 (2016/03)

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 $General\ Construction\ Agreement\ No.\ 13976-Bid\ No.\ 24-451-LC\ -\ Project\ No.\ 6194109-Veterans\ Memorial\ Park\ Recreation\ Improvements\ with\ Gray\ Construction\ Services,\ Inc...docx$

EXHIBIT 8: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA	
COUNTY OF	othonity, managemally, ammaged such a
after being duly sworn, deposes and says:	uthority, personally appeared, who
	e (title) of
which does busine	ess in the State of Florida, hereinafter referred to as the
"Contractor."	out in the state of Frontai, herematter referred to as the
	certain General Construction Agreement No.
	r county and political subdivision of the State of Florida,
	shed or caused to be furnished labor, materials, and services
for Bid No. 24-451-LC; Veteran's Memorial Pa	ark Recreation Improvements, as more particularly set forth
in said Agreement.	
(3) This affidavit is executed	by Contractor in accordance with §713.06 of the Florida
Statutes for the purposes of obtaining t	final payment from the Owner in the amount of
\$	
	sents and warrants that it has paid all persons defined in
	r, services, or materials for the prosecution of the Work
	l amounts owed them from any previous payments received
by Contractor from the Owner and has not with	
	ents and warrants that all Work to be performed under the
Agreement has been fully completed, and all Cl	±
	the Contract Documents and in consideration of
	ases and waives for itself and all Claimants, including their
against Owner relating in any way to the perfor	mages, costs and expenses, whether in agreement or in tort,
	esents and warrants for itself and its subcontractors,
· · · · · · · · · · · · · · · · · · ·	arges for labor, materials, supplies, lands, licenses and other
	which a lien or a demand against any payment bond might
be filed, have been fully satisfied and paid.	which a new or a demand against any payment bond inight
•	nify, defend and save harmless Owner from all demands or
	ed or asserted against Owner arising out of the performance
by Contractor of the Work covered by the Agre	
	Contractor:
	By:
	Its:
Witnesses	Date:
WILLIESSES	[Corporate Seal]
STATE OF	[Corporate Sear]

EXHIBIT 9: FINAL PAYMENT BOND WAIVER FORM

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR: Gray Construction Services, Inc.

PROJECT: General Construction Agreement No. 13976 ("Agreement") for labor, materials, and services for Bid No. 24-451-LC Alachua County Veteran's Memorial Park Recreation Improvements

The undersigned Claimant, for itself and its successor payment made in the amount of \$\frac{1}{2}\$ claim against the payment bond, and further waives, from any and all claims, demands, obligations, damages the payment for labor particles of the formal section of the section o	, hereby waives and releases its right to releases and discharges the Owner and Contractor s, actions, and causes of action, direct or indirect, in
law or in equity, for labor, services or materials furn	isned through(insert
date) to, on the job of Alachu of the State of Florida, for improvements associated wi	a County, a charter county and political subdivision the above referenced Project.
DATED ON	·
Claimant:	
<u>Ciumunt.</u>	
By:	
Title:	
(Print Title)	
STATE OF	
COUNTY OF	
Sworn to (or affirmed) and subscribed before me by me	eans of \square physical presence or \square online
notarization, this day of, 20	
	Signature of Notary Public
	Printed Name of Notary Public
Personally Known OR Produced Identification Type of Identification Produced:	

EXHIBIT 10: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance ("Wage Ordinance").

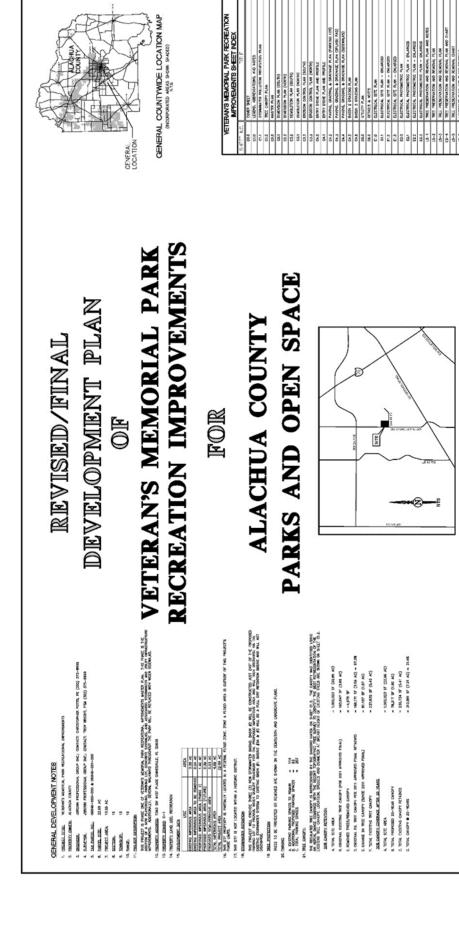
Gray Construction Services, Inc. 222 West Wade Street Trenton, Florida 32693 cjharris@gray-construction.com

Project Description: Veteran's Memorial Park Recreation Improvements; the selective demolition of portions of the existing park landscape, hardscape & equipment and the subsequent construction of a new inclusive playground, an asphalt entry drive, asphalt parking lot, accessible sidewalks, and associated stormwater and utility infrastructure. Improvements also include installation of additional site lighting, landscaping, and irrigation, located at Veteran's Memorial Park, 7400 SW 41st Place, Gainesville, FL 32608

	TRACTOR —DocuSigned by:
By:	MATTHEW TODD GRAY
Print:	MATTHEW TODD GRAY
Title:	President
	2/5/2024

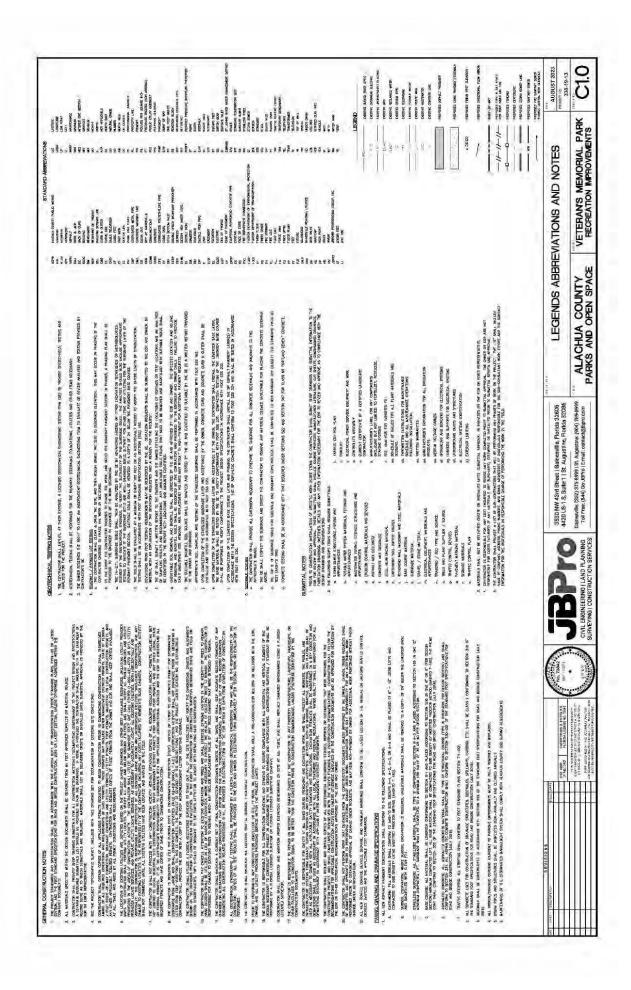
IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 11: PLANS

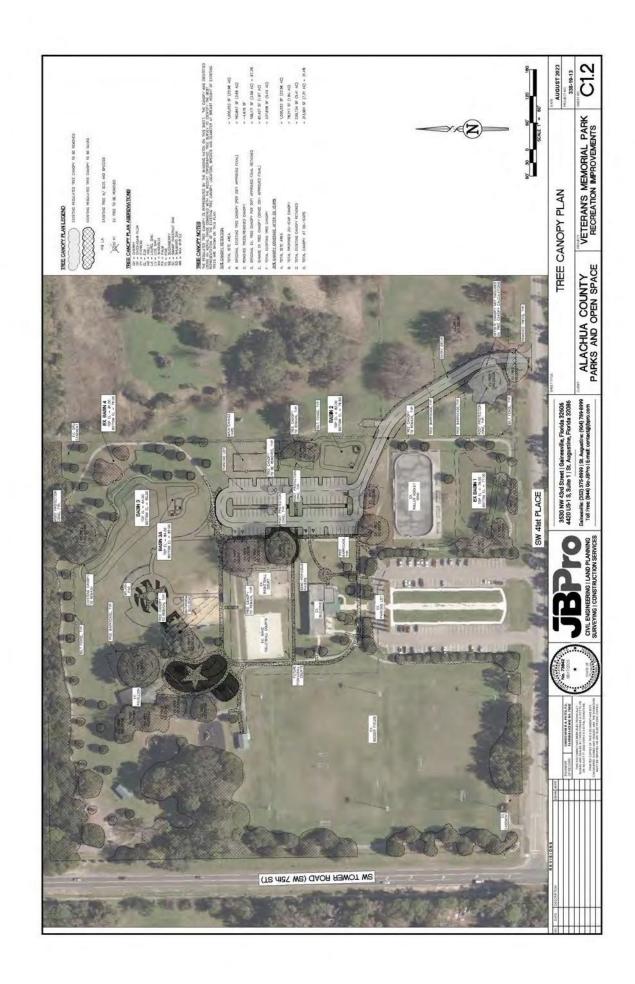


SSD NW 43rd Street I Gatherwille, Florida 32006
4420 US-1 S, Sutte 1 ISt. Augustine, Florida 32006
Toll Free (64) G-21PP-0 | Free (64)

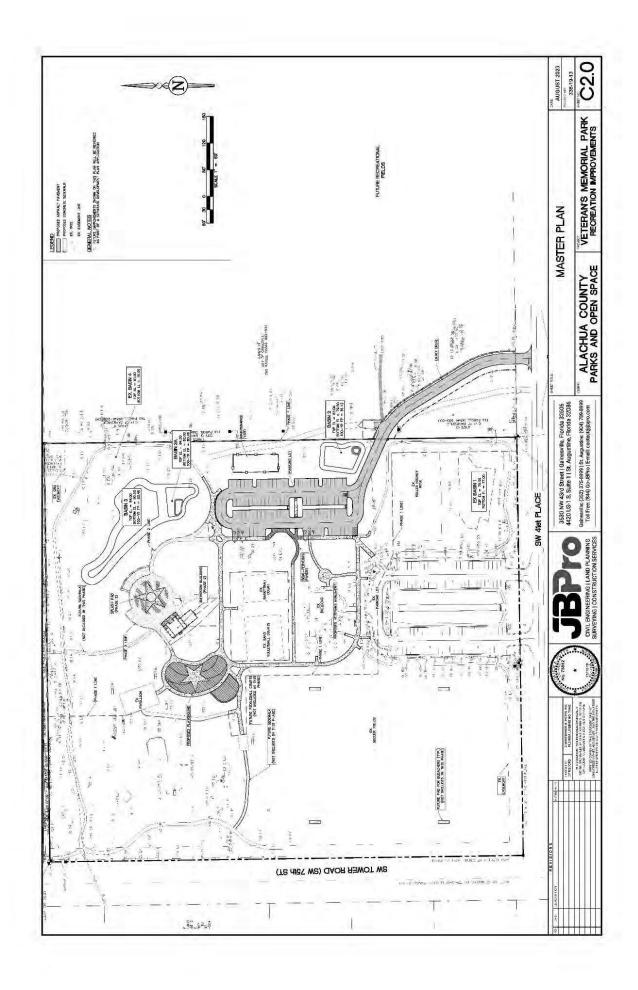
LOCATION MAP



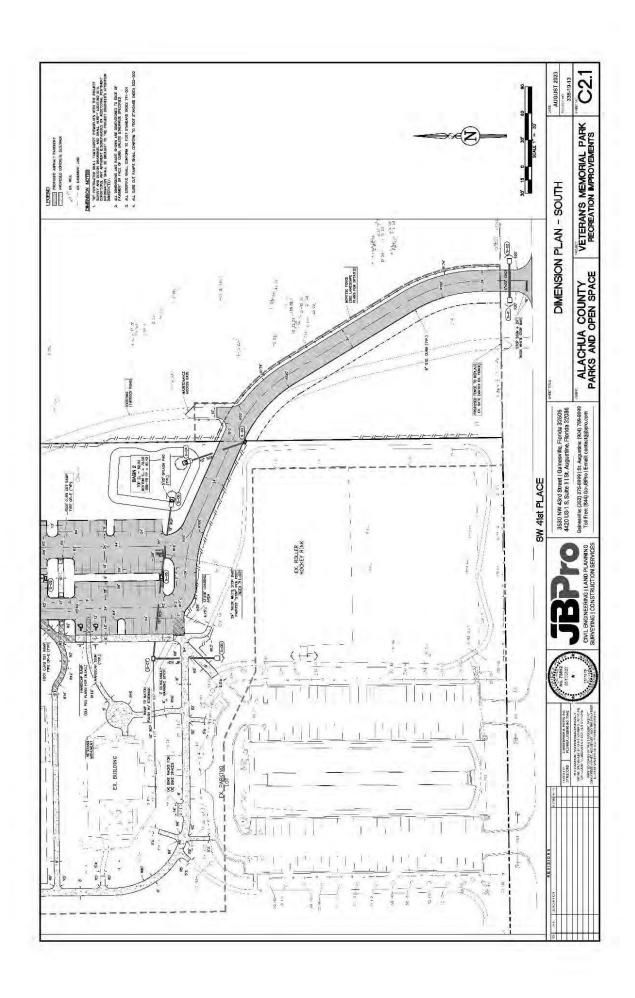
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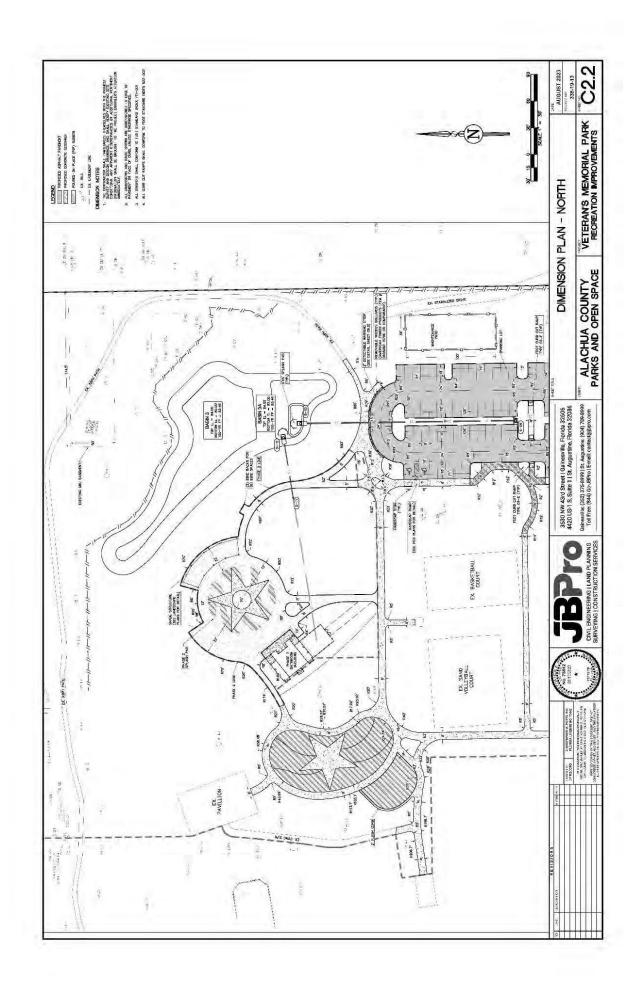
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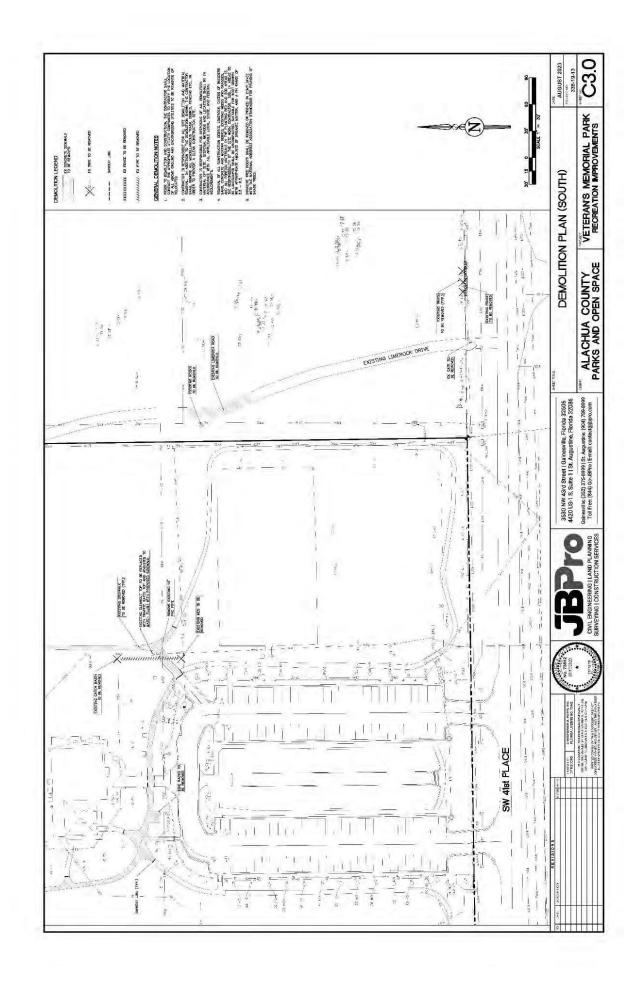
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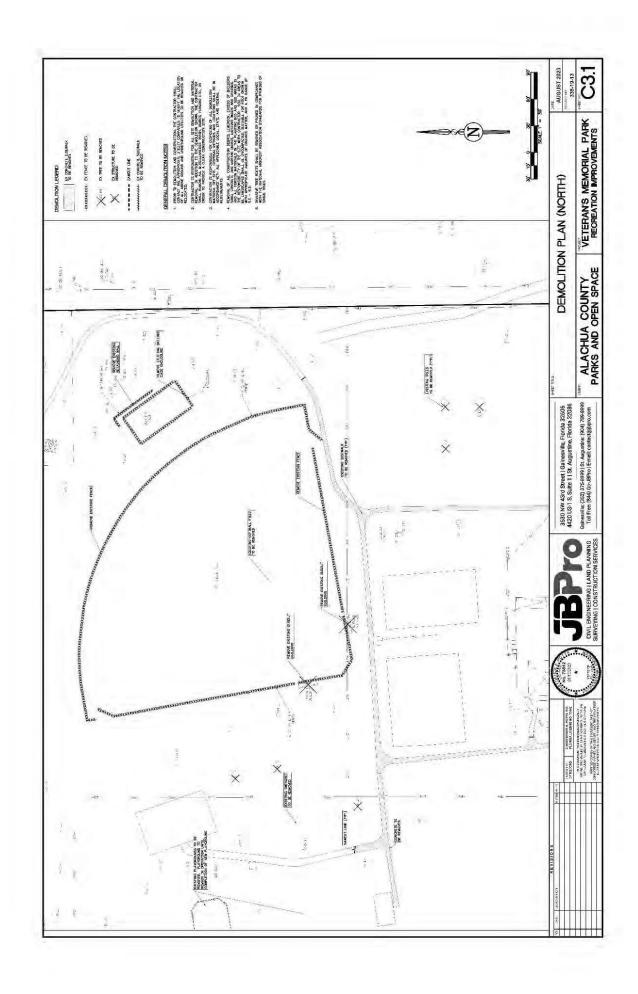
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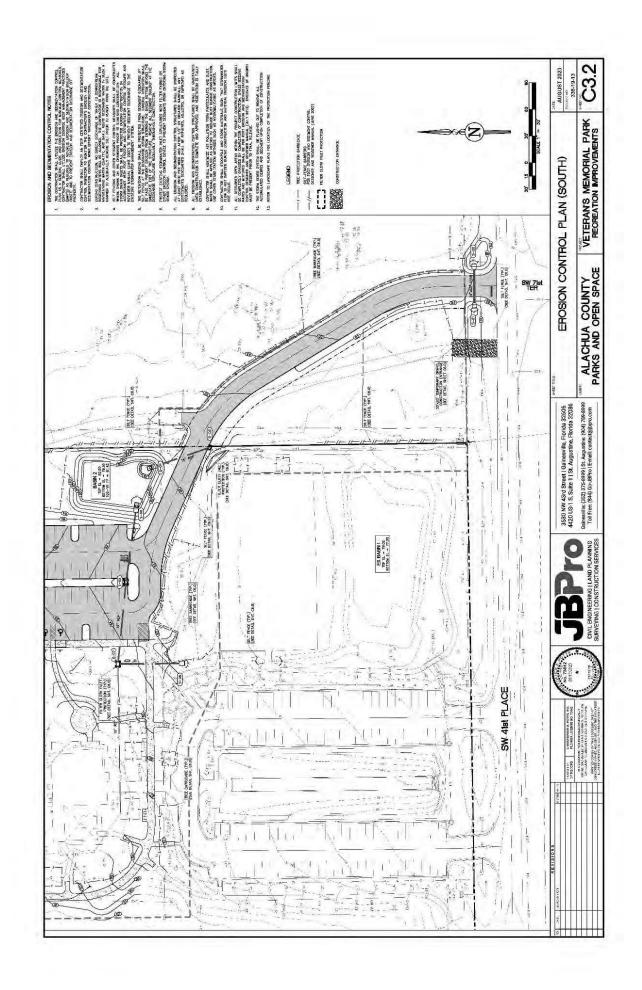


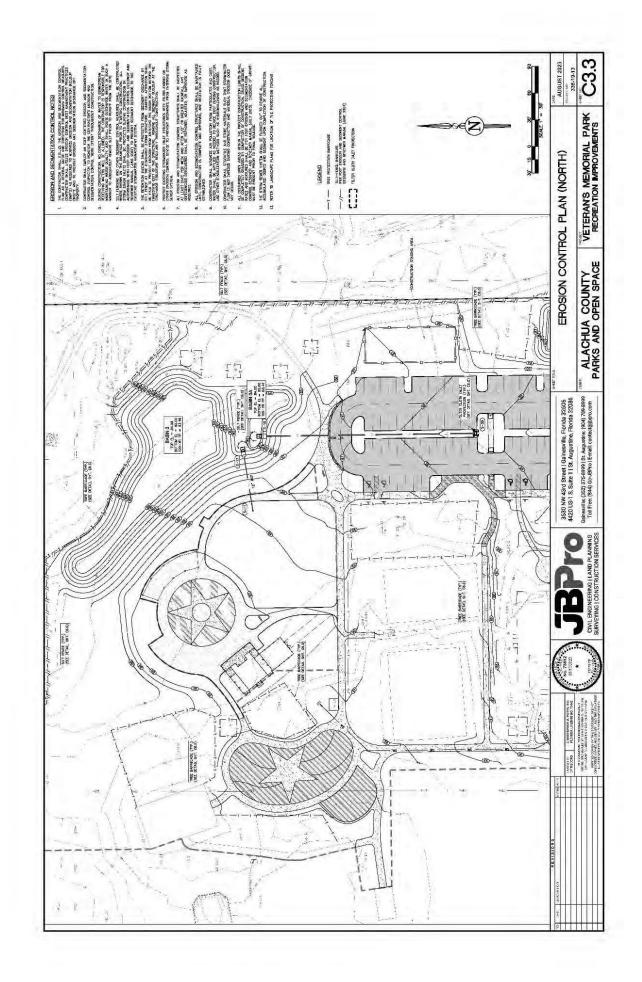
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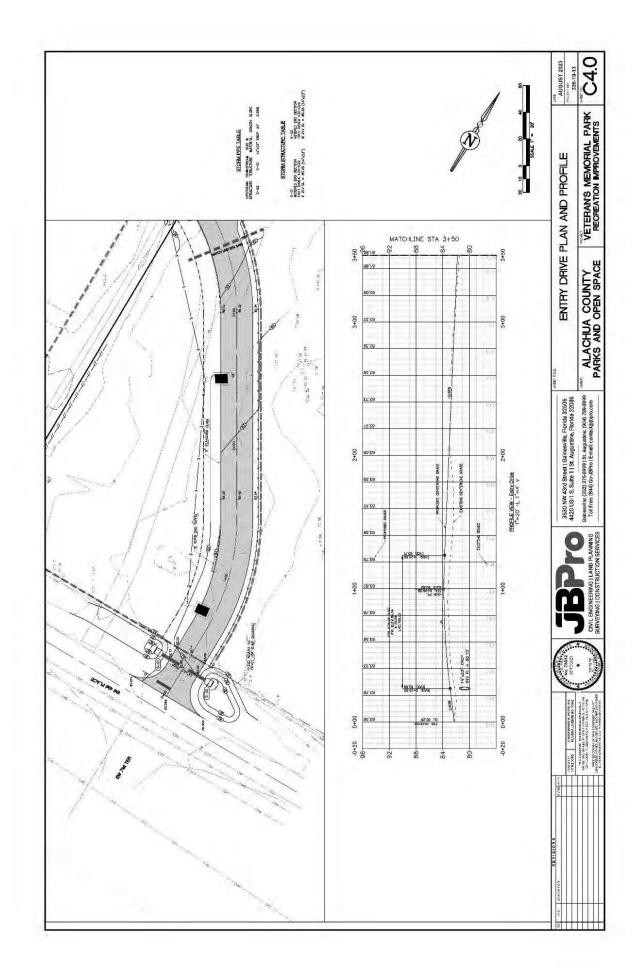


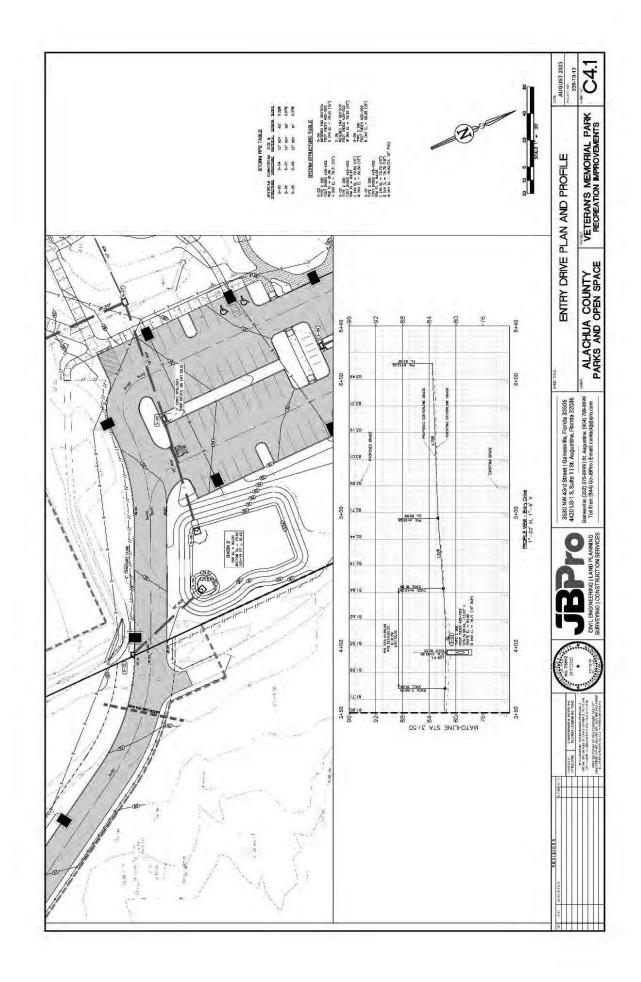
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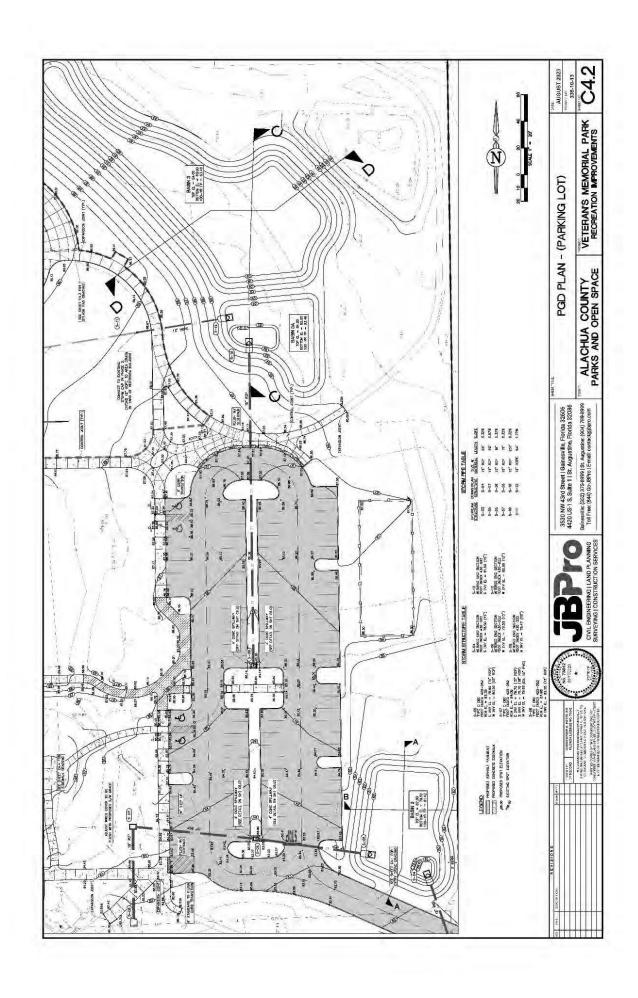




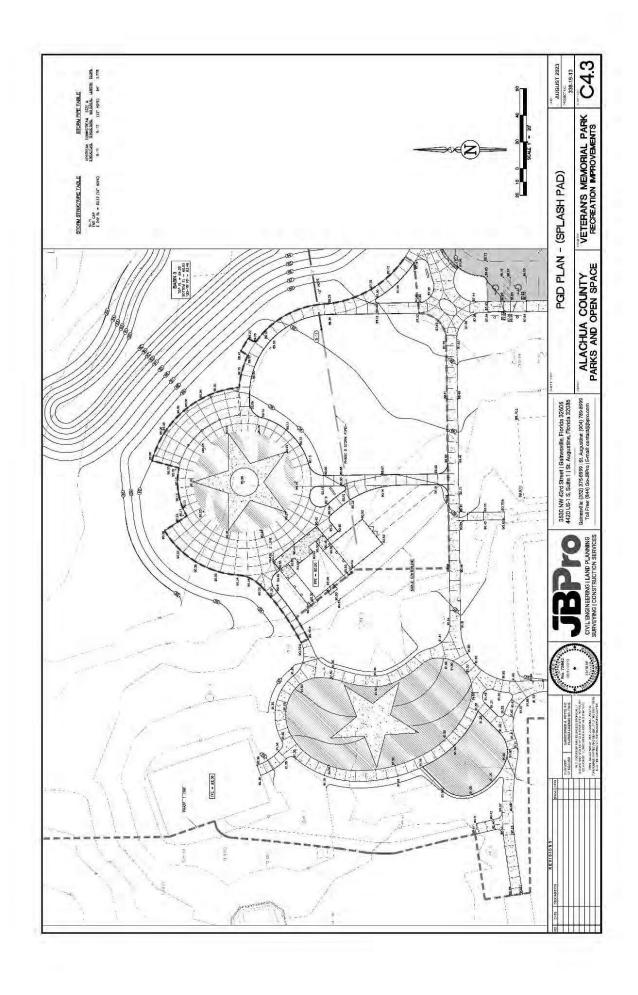




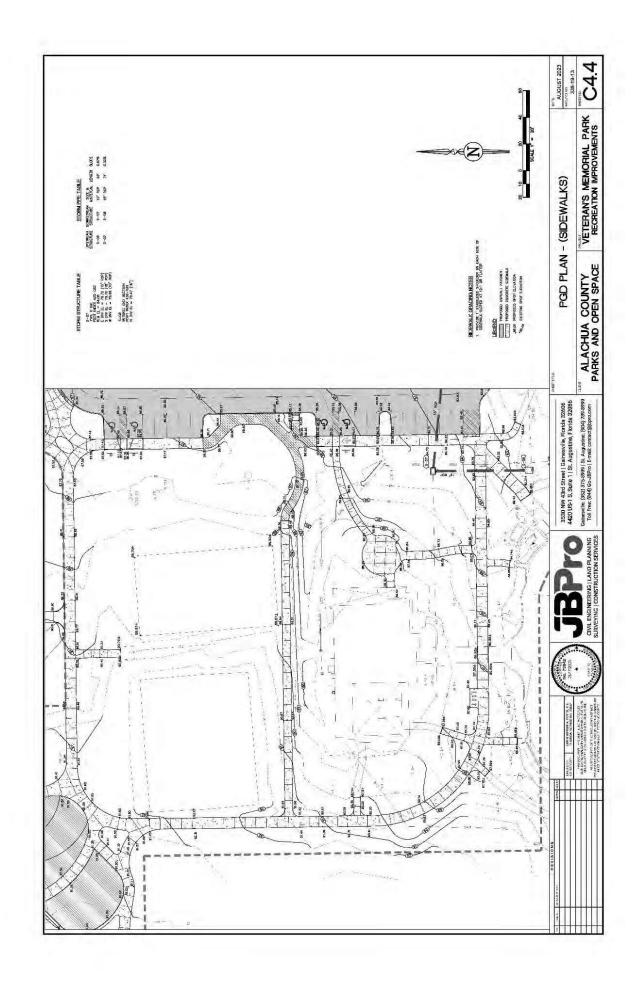
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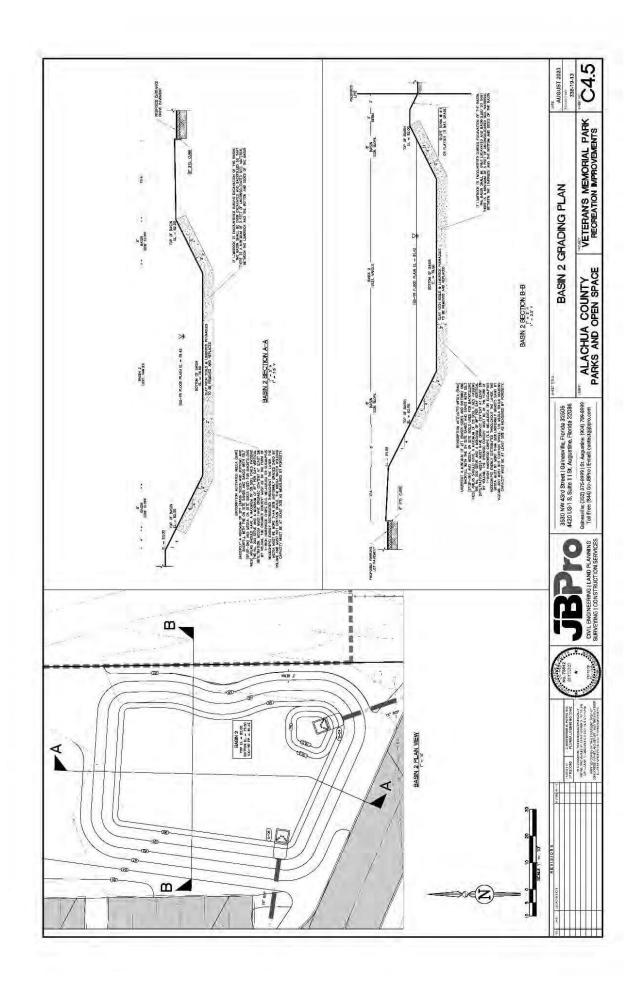


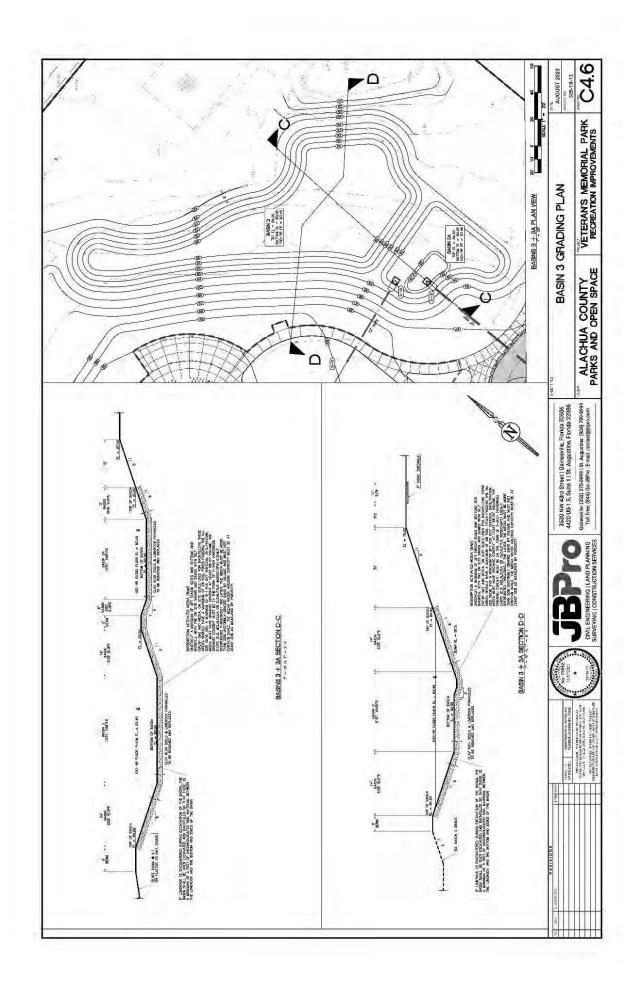
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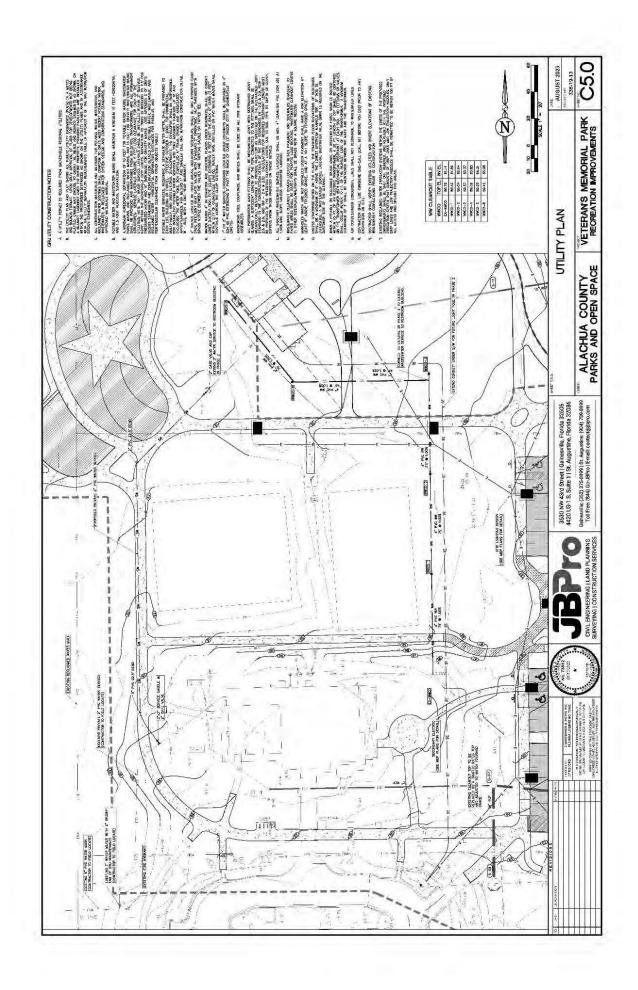
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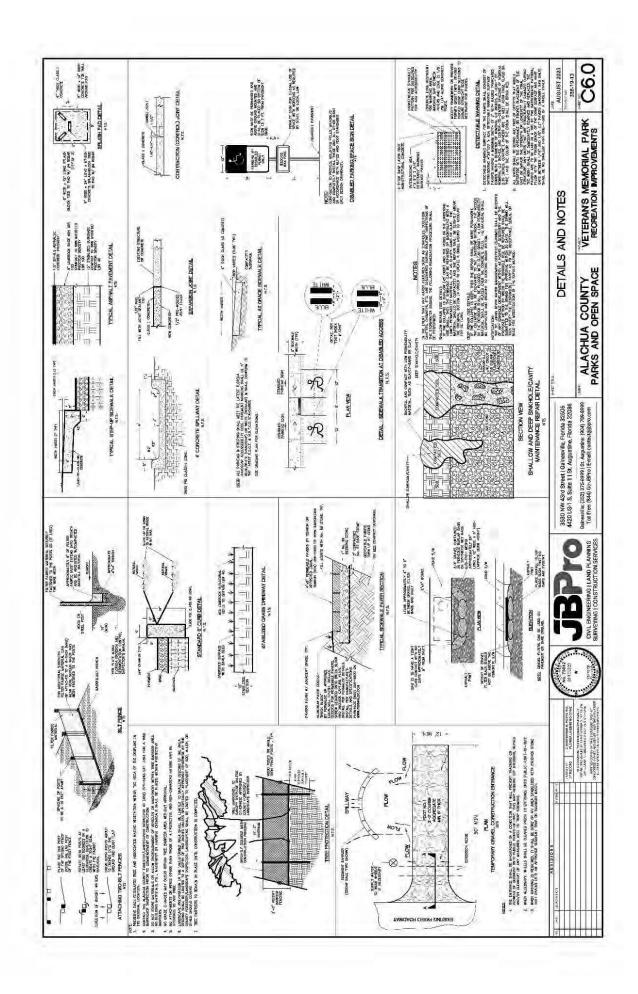




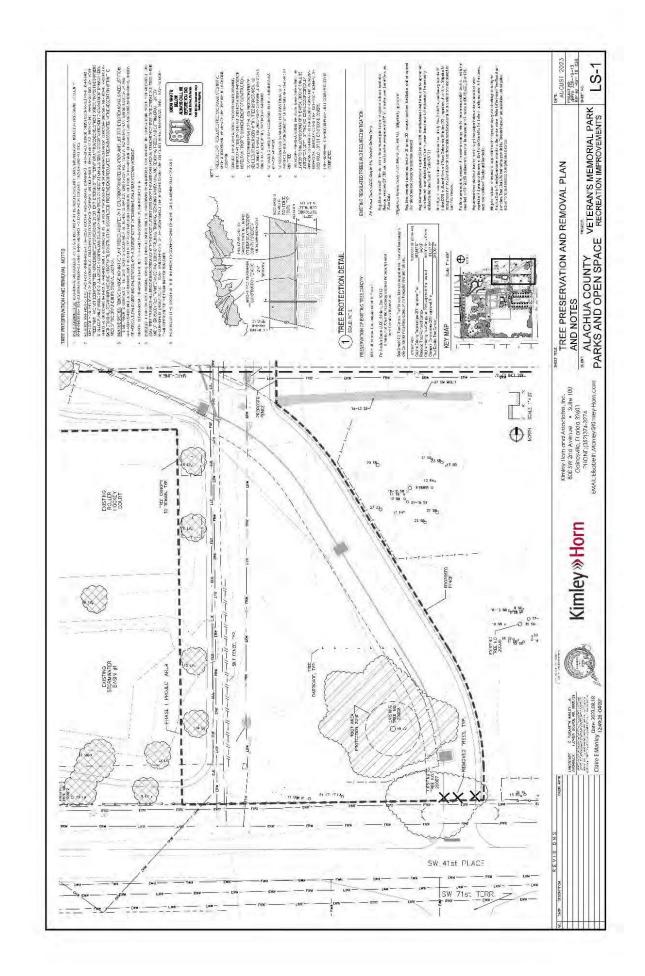


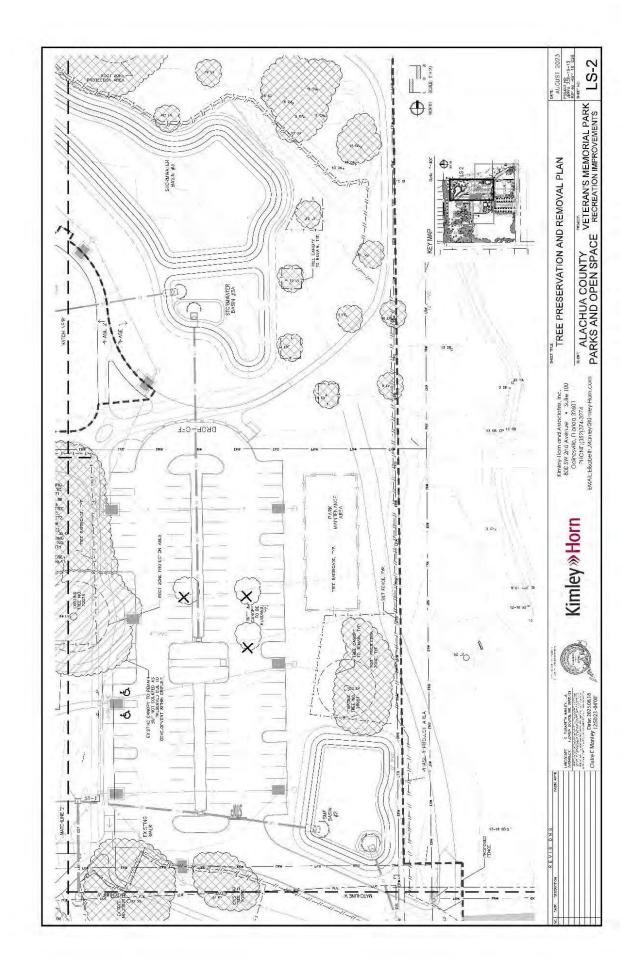
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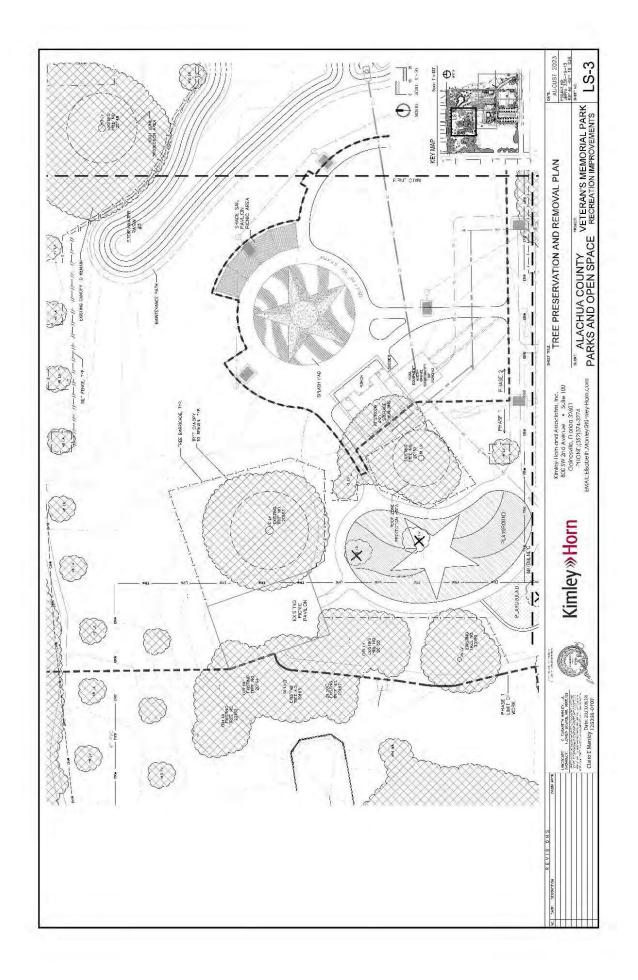


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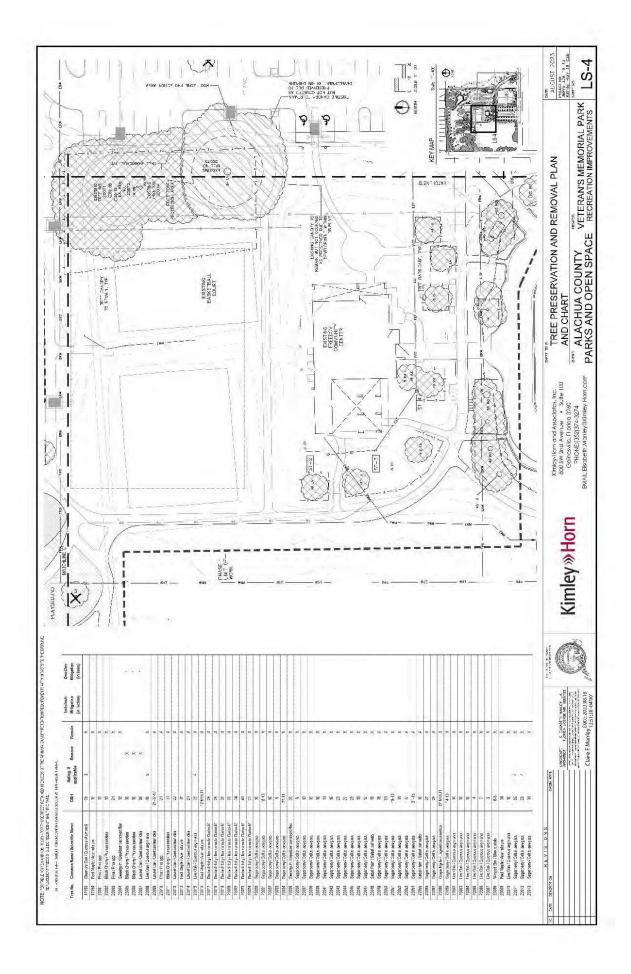




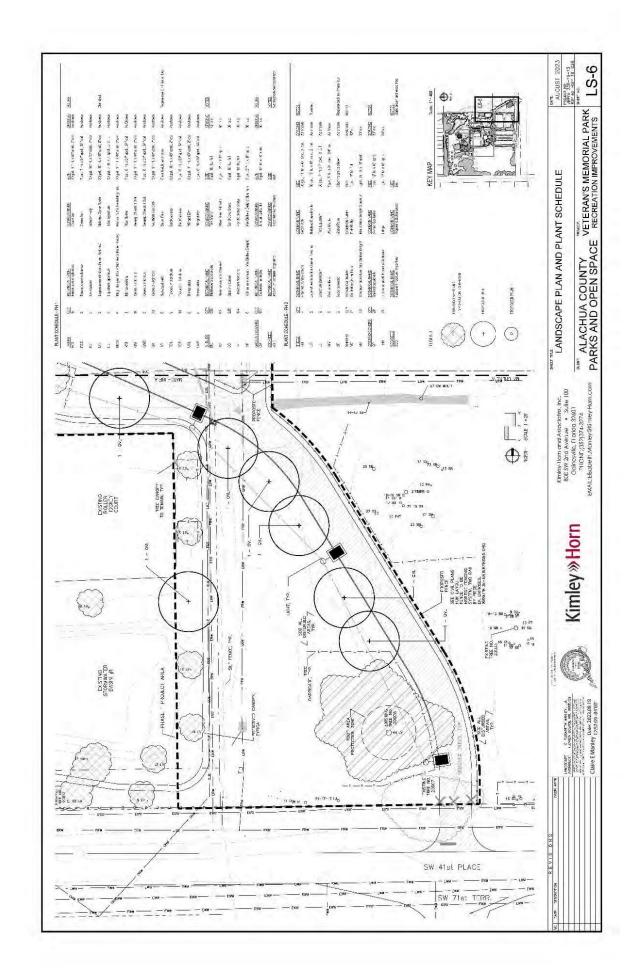
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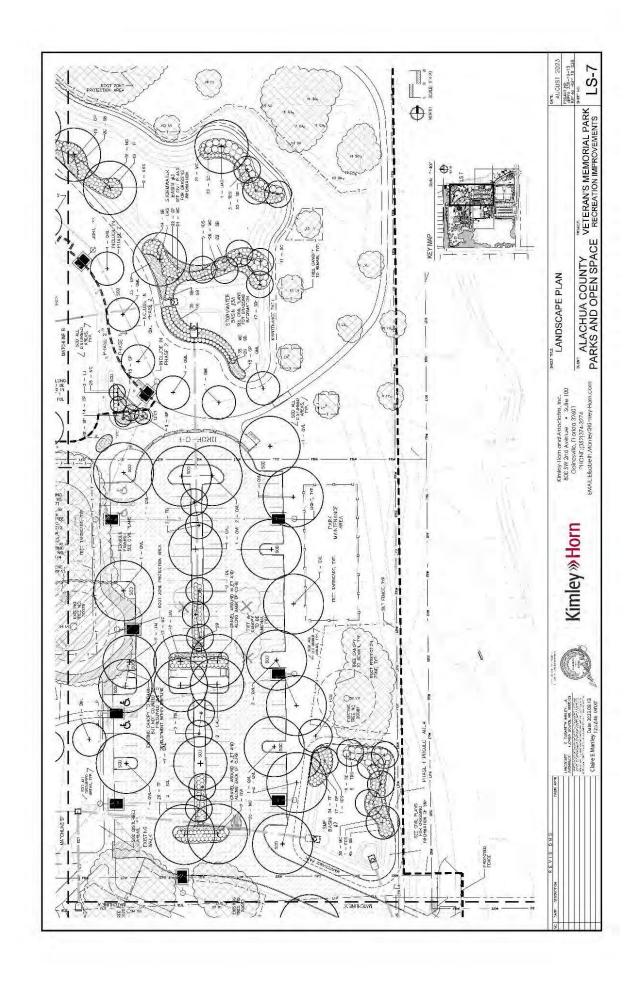


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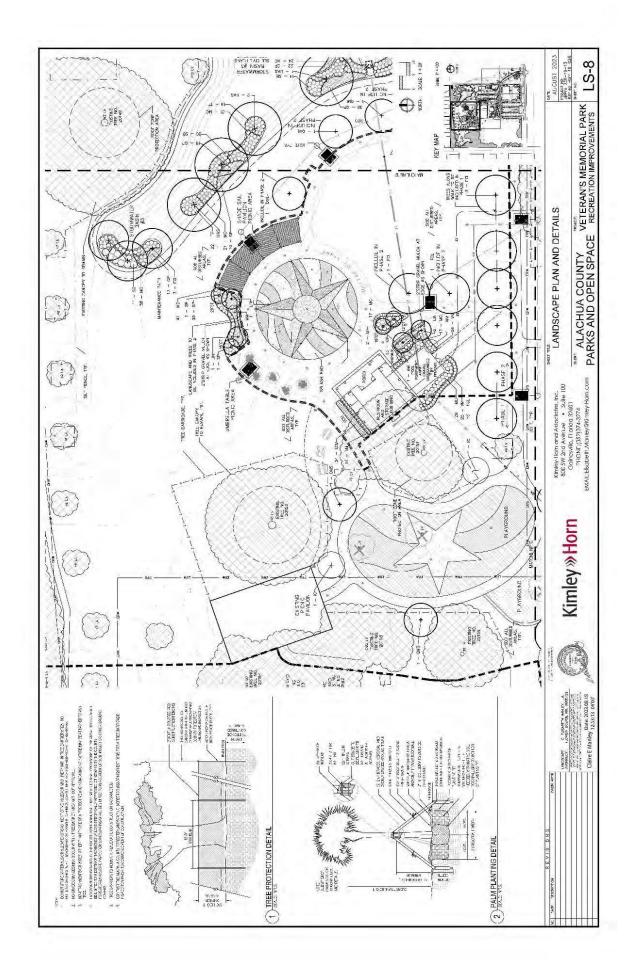


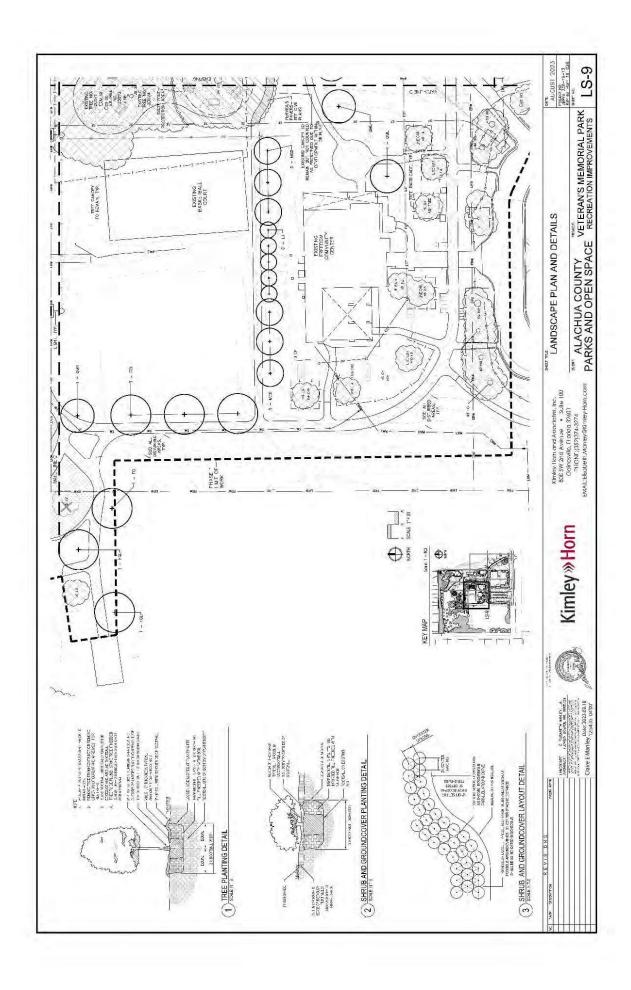
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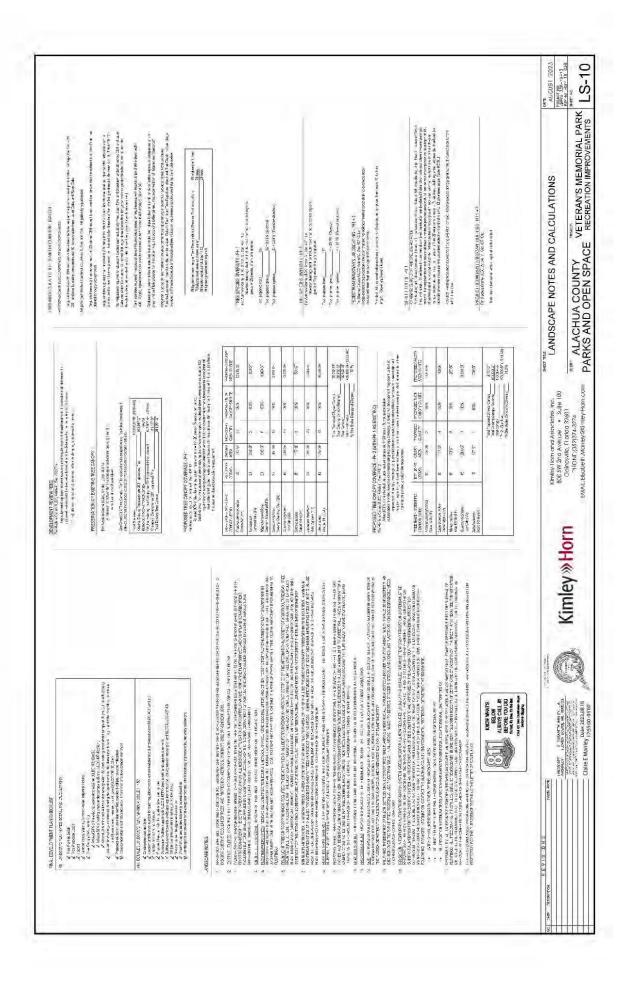


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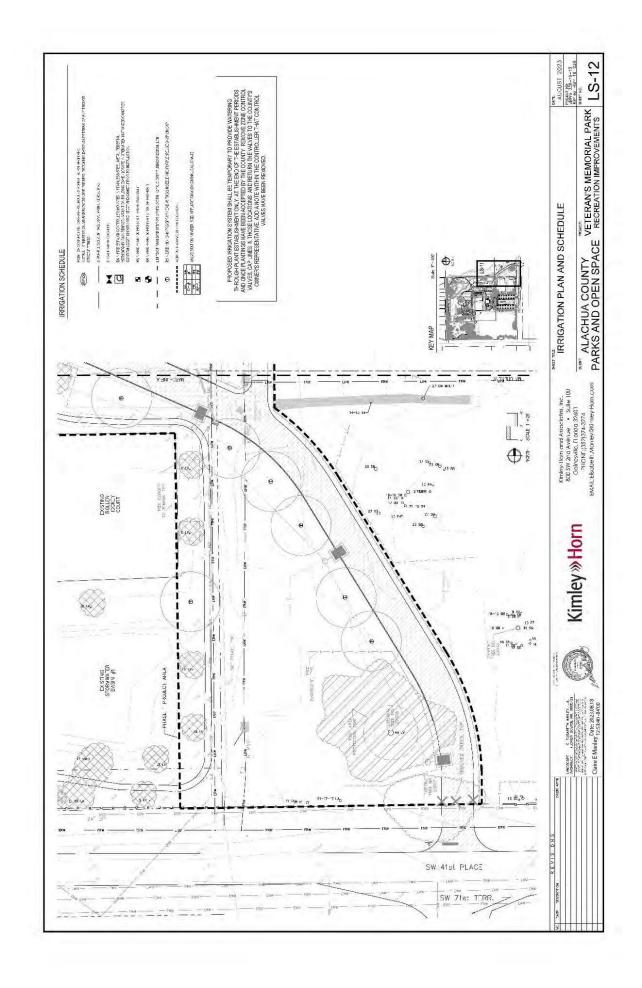




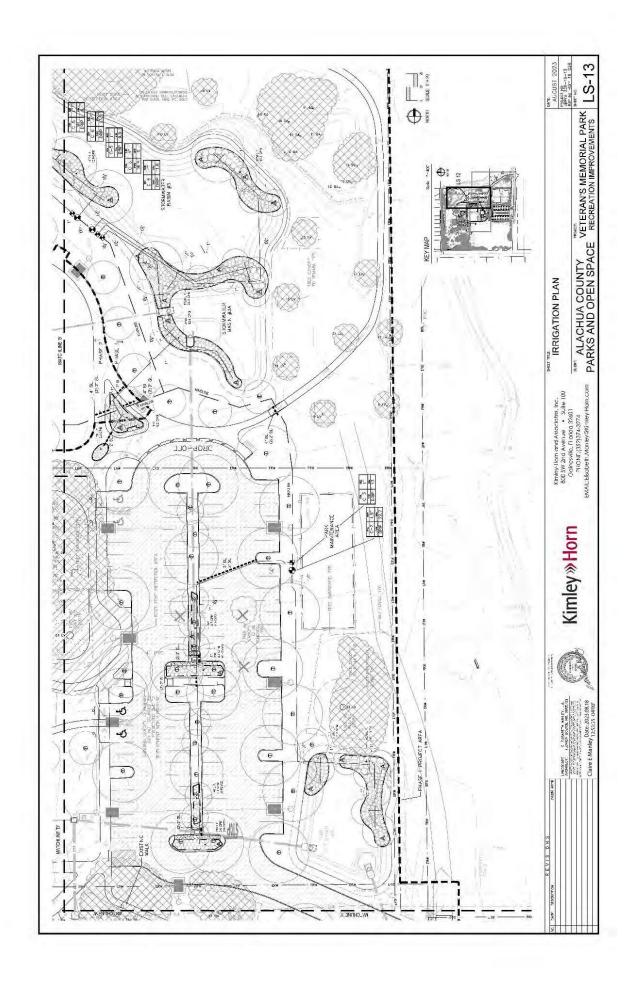
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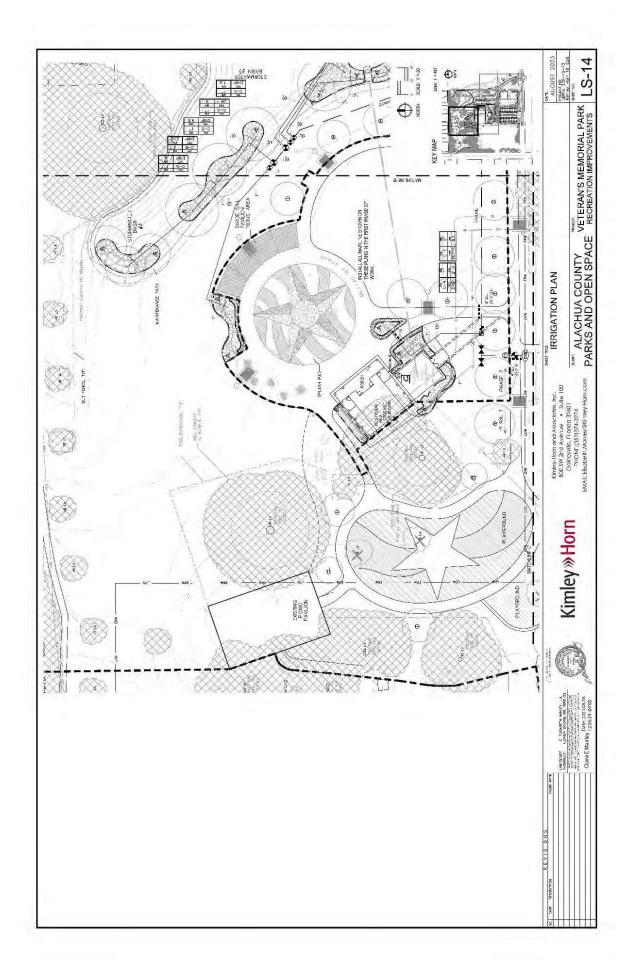
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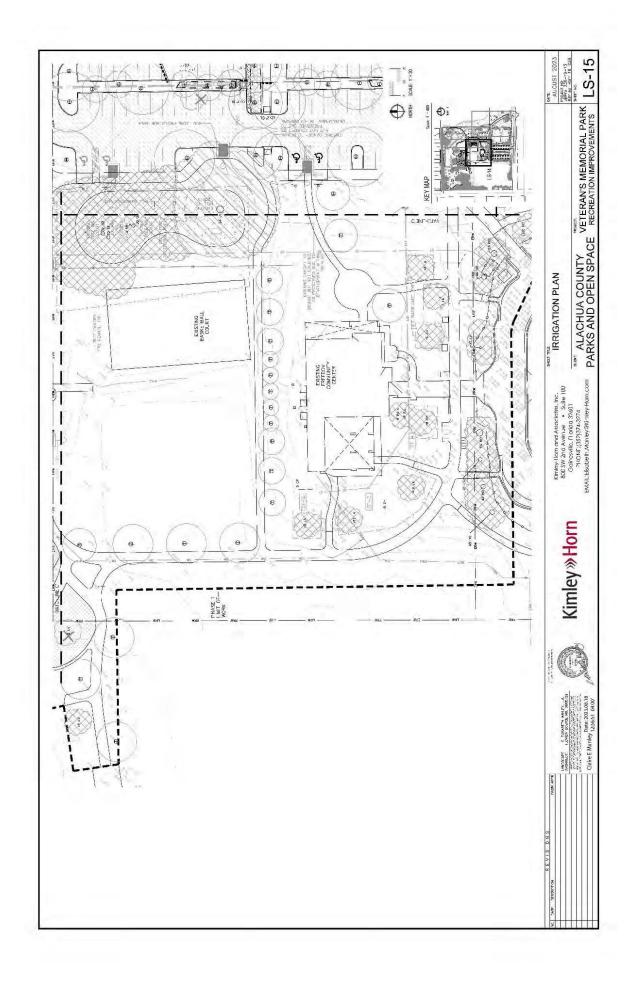
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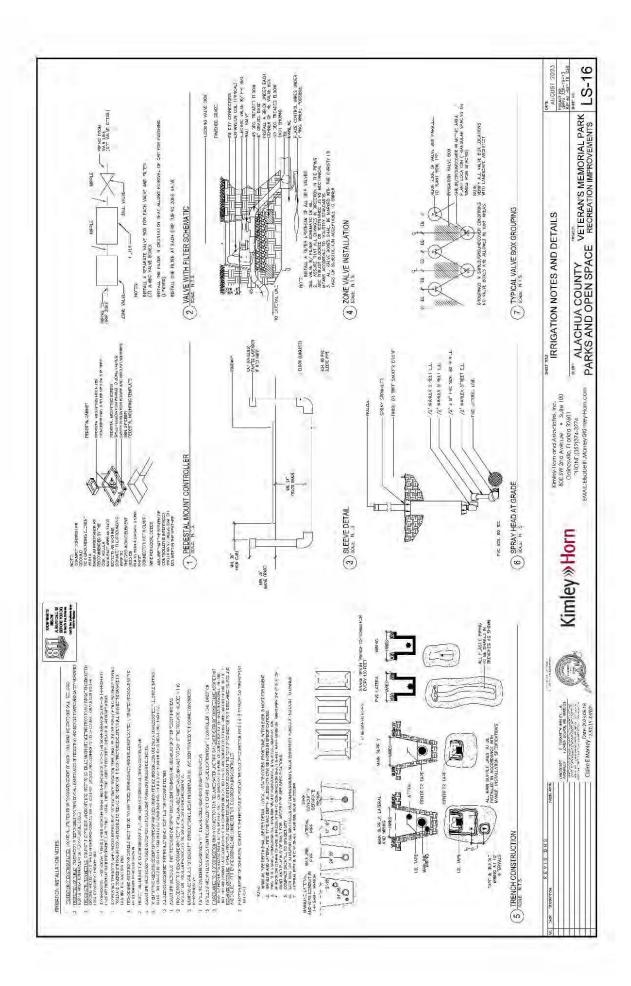
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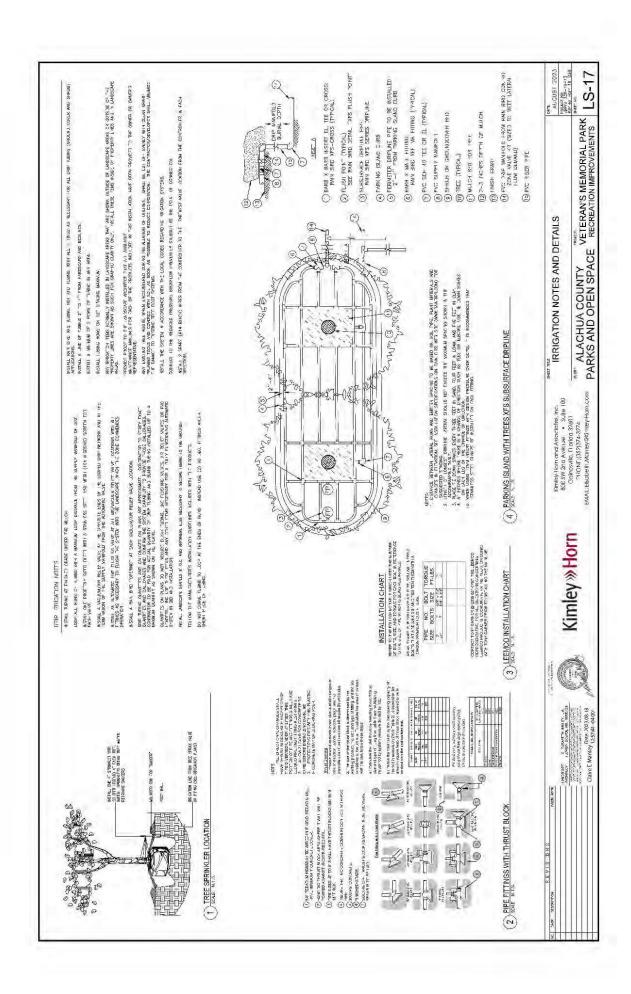


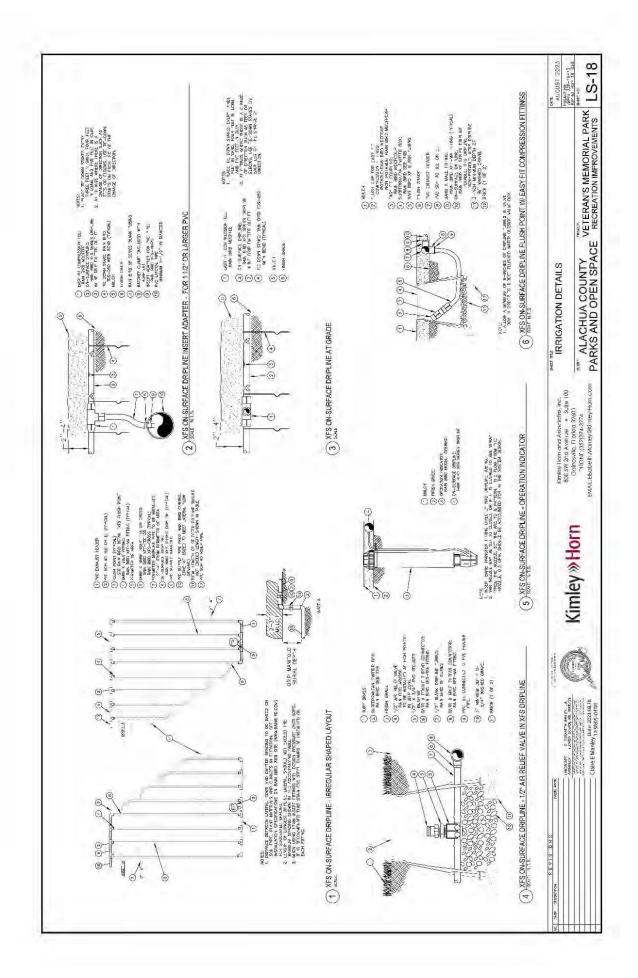
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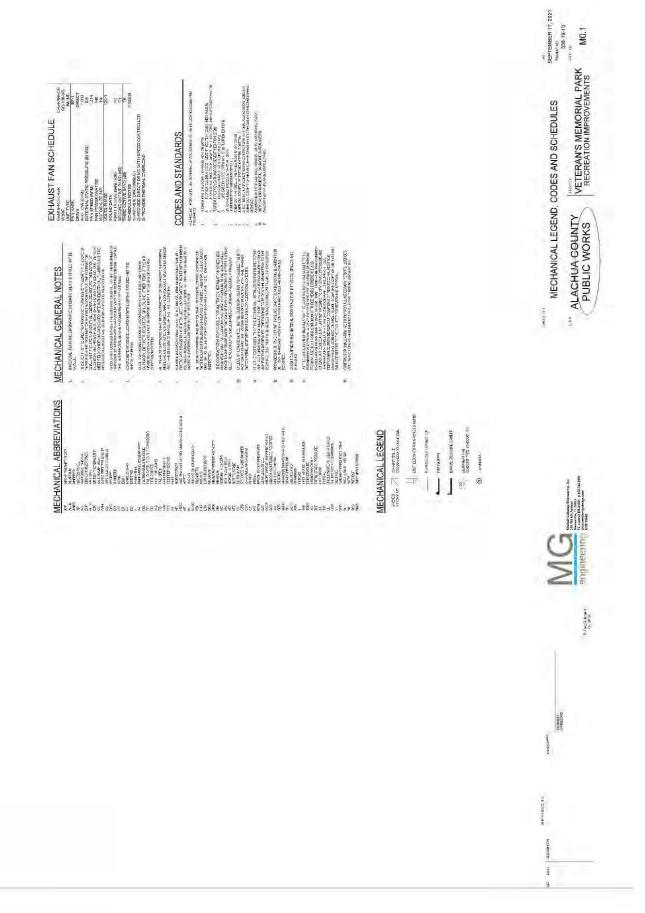


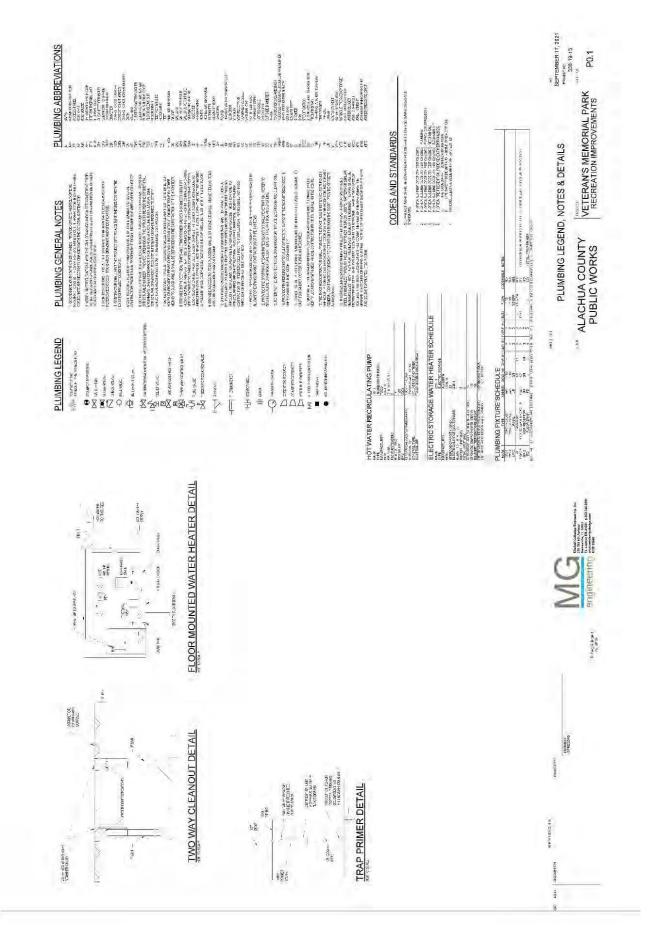
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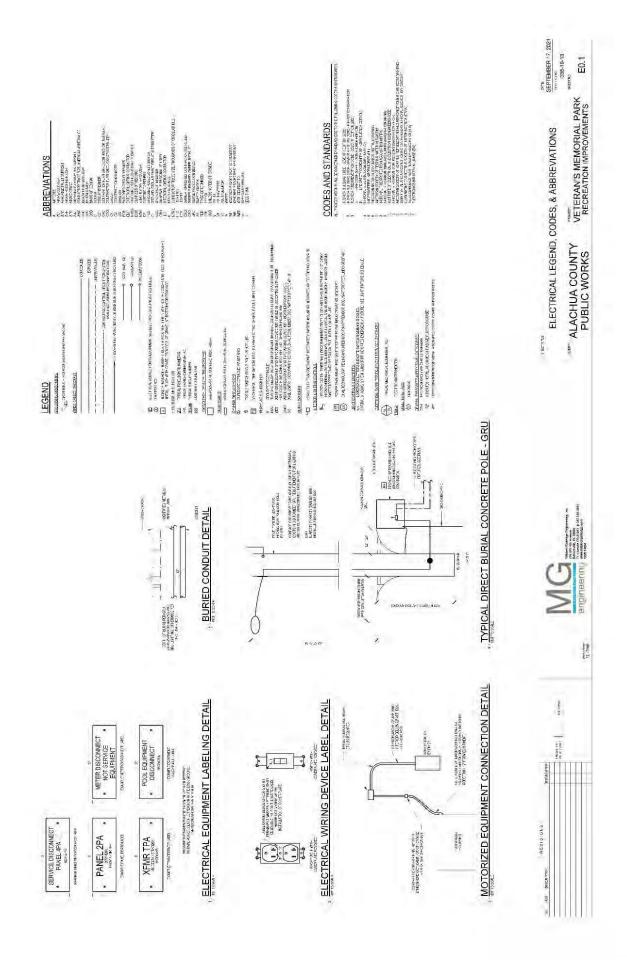


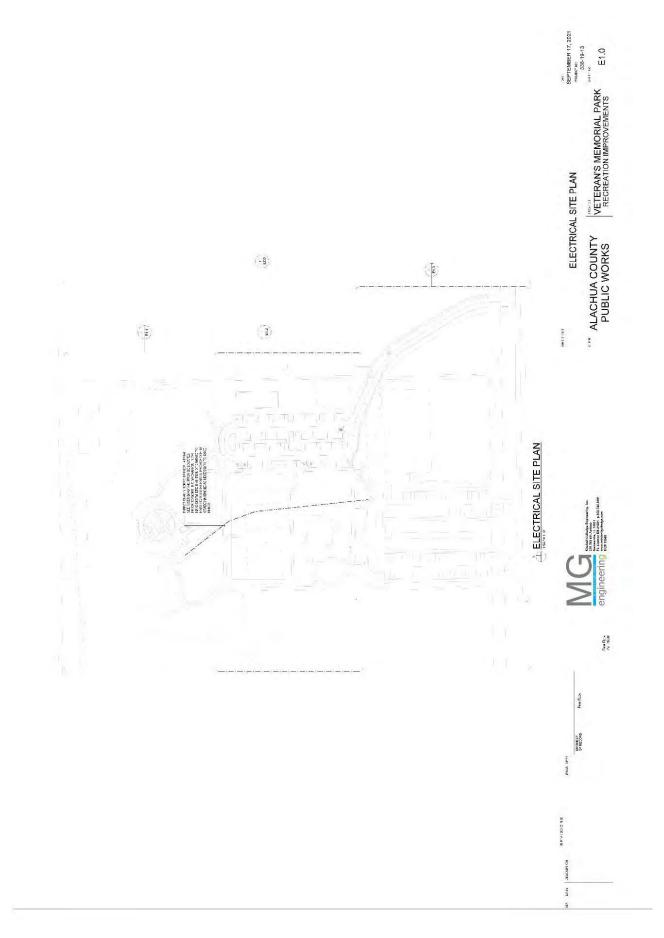




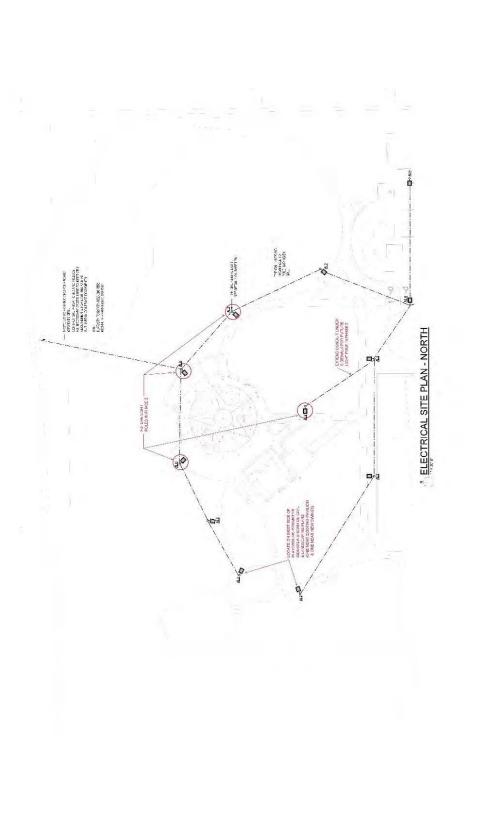








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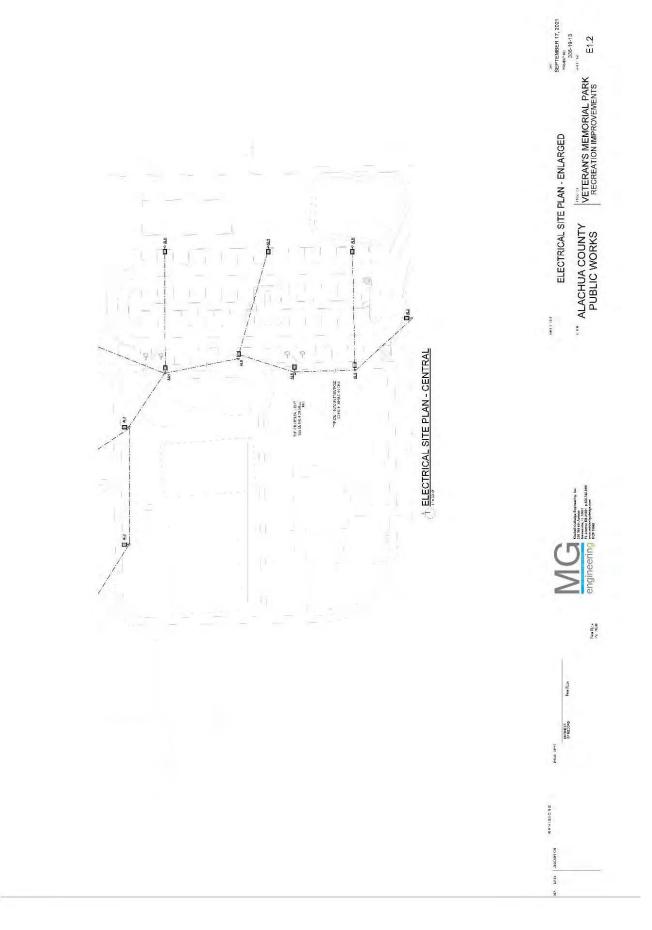
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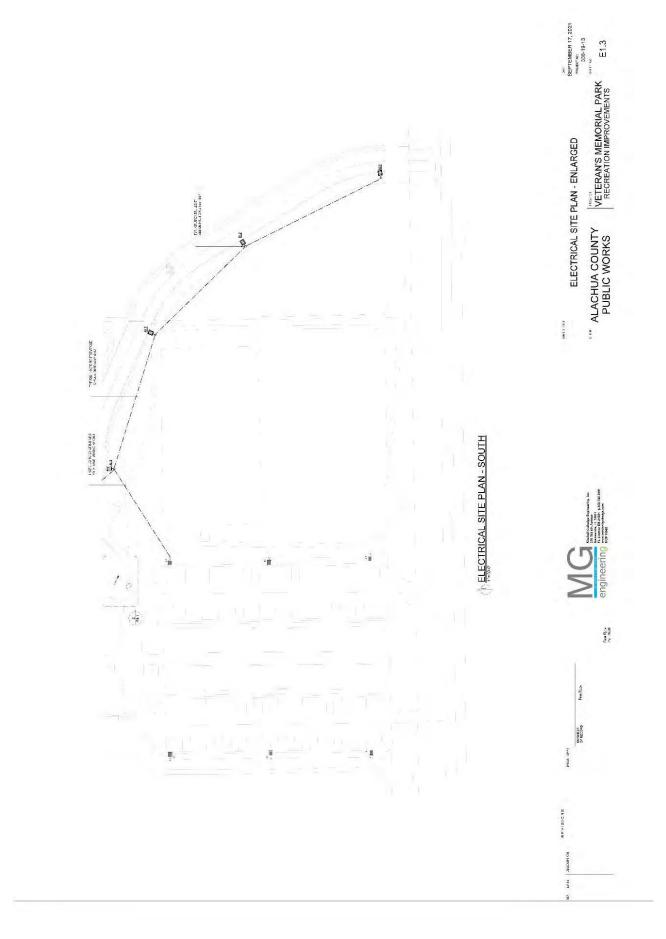
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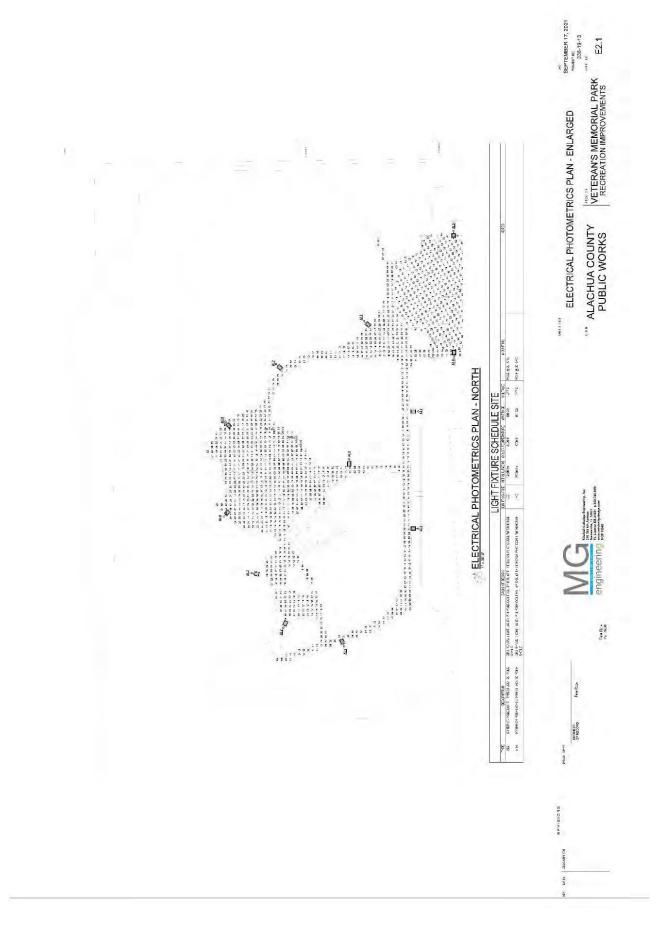
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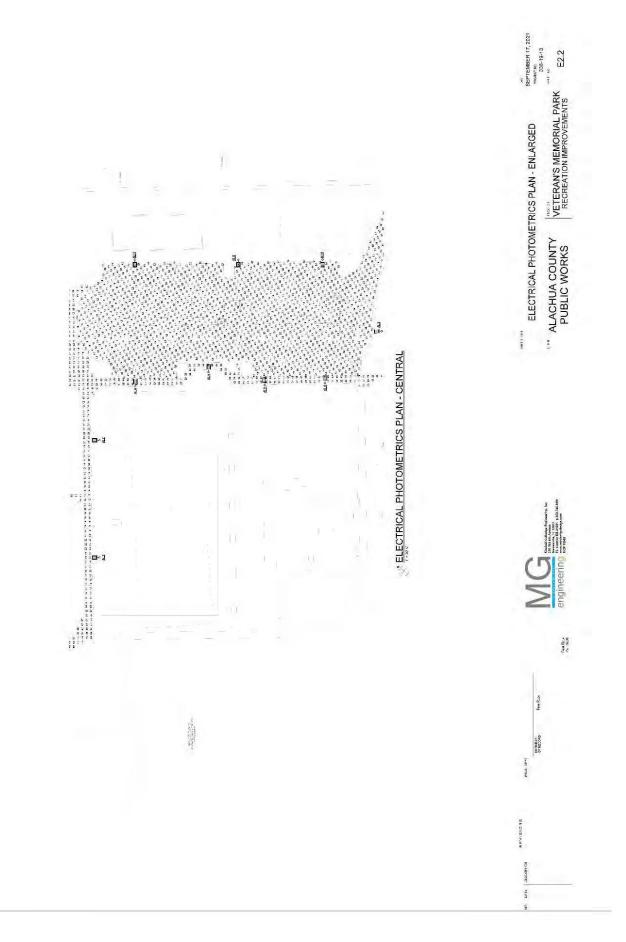
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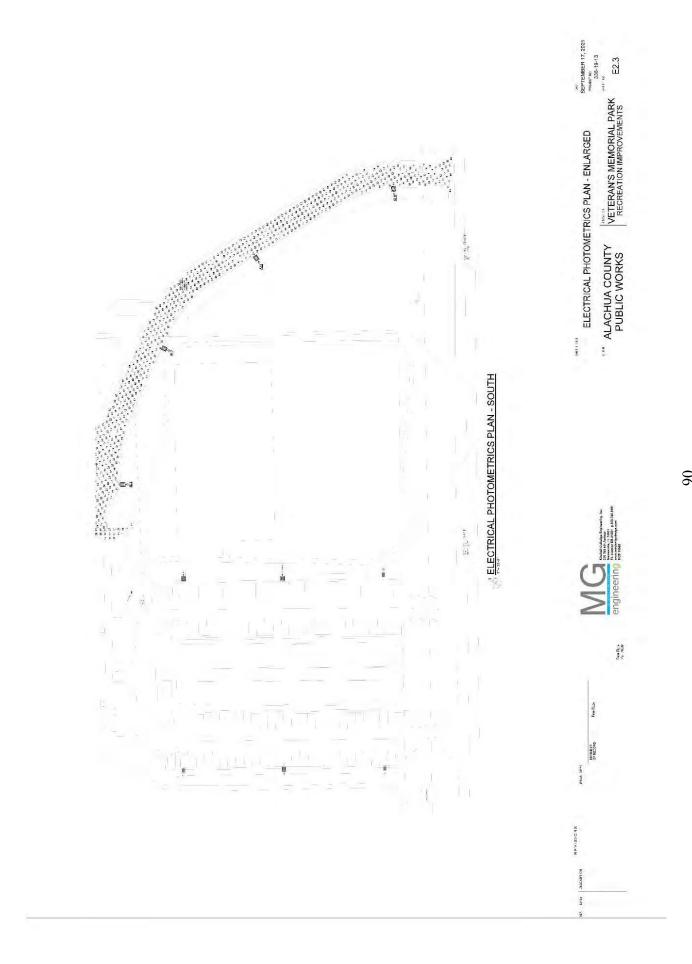
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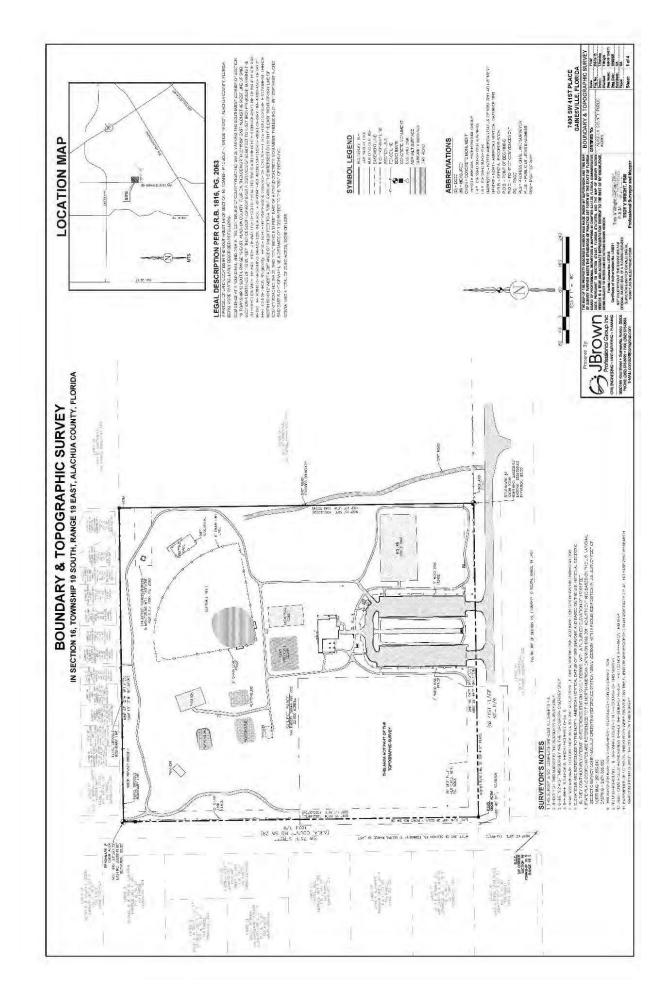
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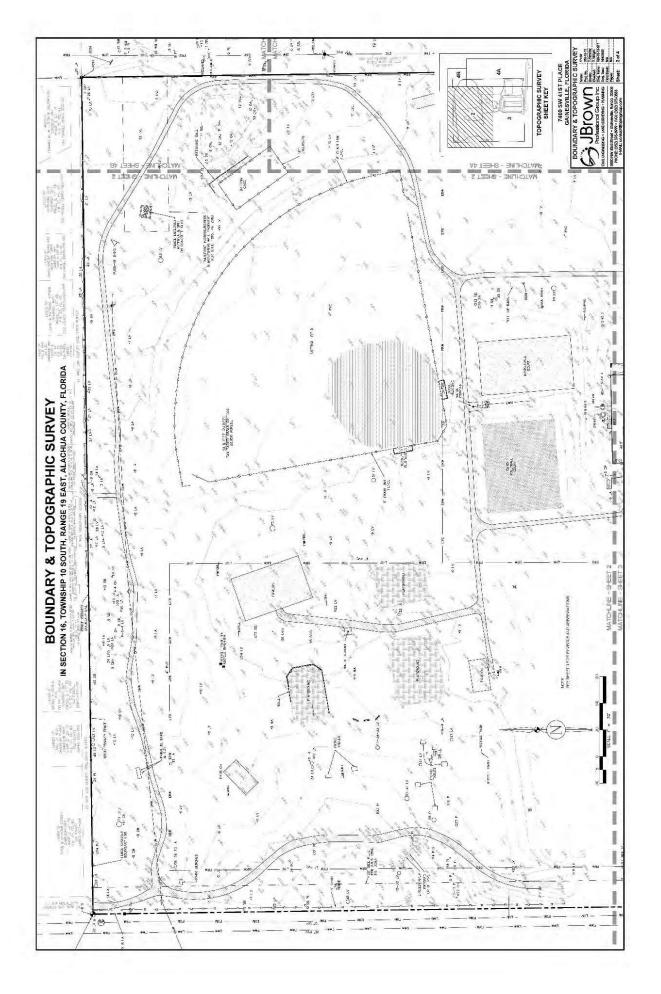
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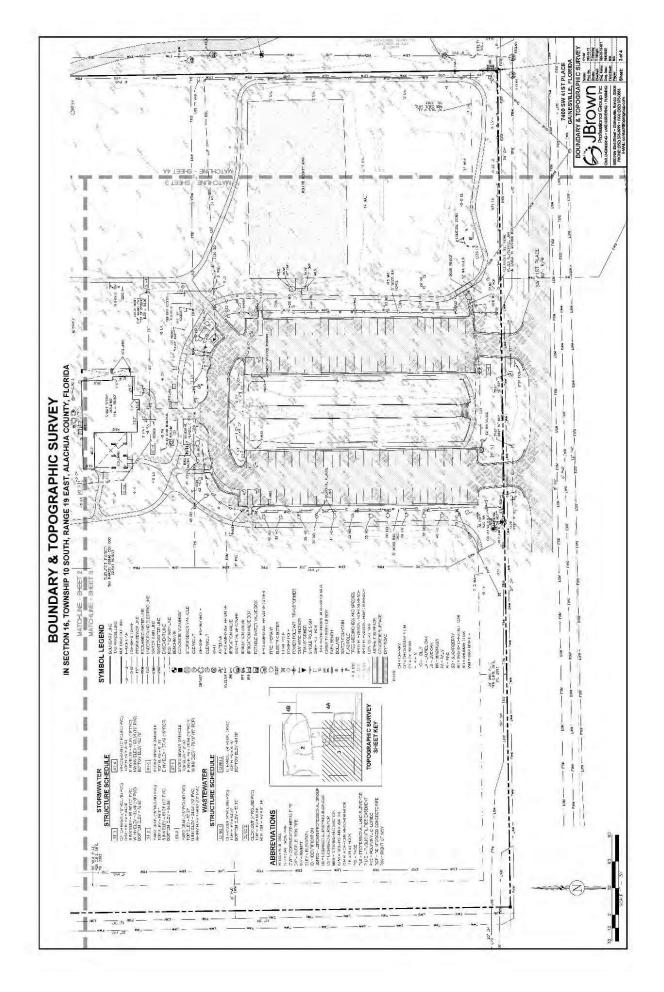
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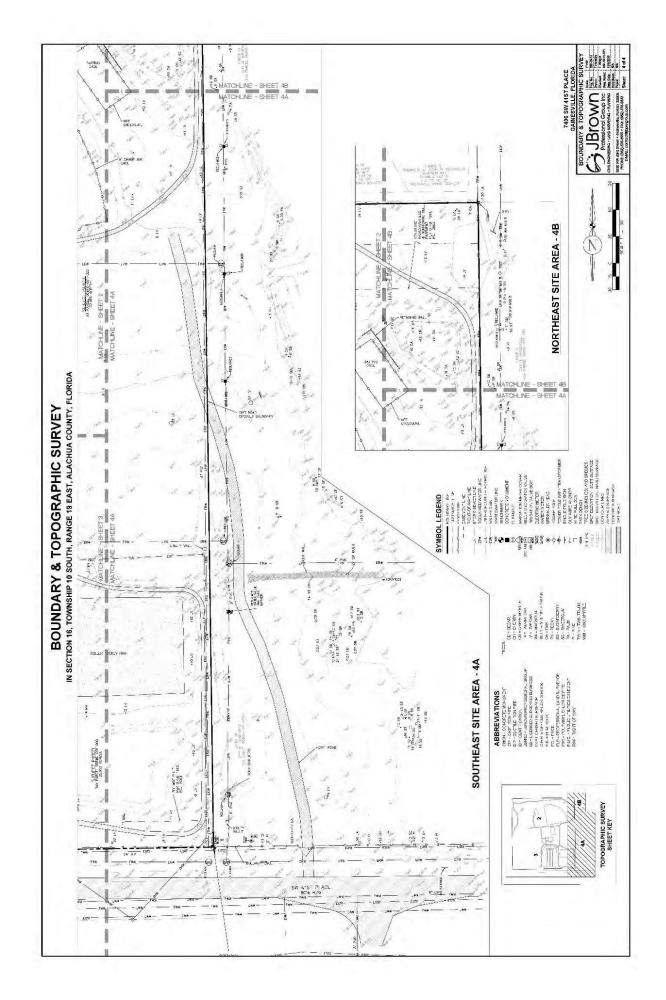
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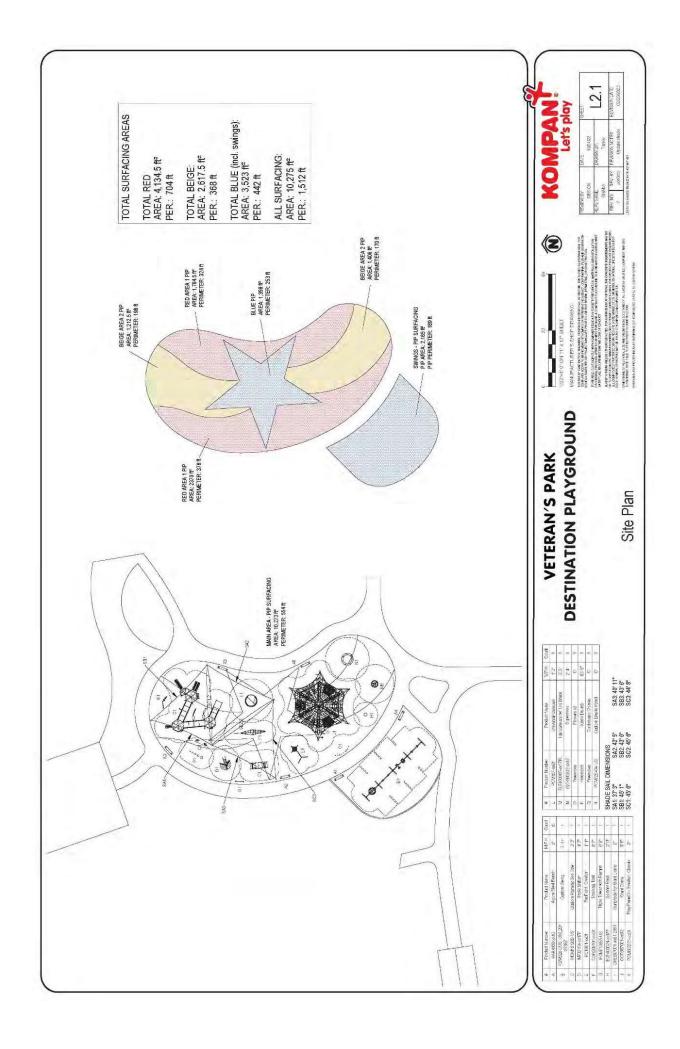
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Certificate Of Completion

Envelope Id: 52FF3785F05D4E0C90ADEB61AF291B04

Status: Completed

Subject: Complete with DocuSign: #13976 - GC Agreement -Veterans Memorial Park Recreation Improvements w...

Source Envelope:

Document Pages: 96 Certificate Pages: 5

Signatures: 2 Initials: 0

Envelope Originator: Michelle Guidry

mguidry@alachuacounty.us IP Address: 163.120.80.11

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Signer Events

MATTHEW TODD GRAY

TGray@Gray-Construction.com

President

Gray Construction Services, Inc.

Security Level: Email, Account Authentication

(None)

Signature

MATTHEW TODD GRAU 406DD1600E67491...

Sent: 2/5/2024 10:36:32 AM Viewed: 2/5/2024 10:56:25 AM Signed: 2/5/2024 10:59:53 AM

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mguidry@alachuacounty.us

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Thomas (Jon) Rouse	CODIED	Sent: 2/5/2024 10:59:54 AM

trouse@alachuacounty.us Contracts Supervisor Alachua County Board of County Commissioners Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Barbara Fair

bafair@alachuacounty.us

Security Level: Email, Account Authentication

(None)

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Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement

(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication

Joe White
jwhite@gray-construction.com
Security Level: Email, Account Authentication
(None)

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Certified Delivered	Security Checked	2/5/2024 10:56:25 AM	
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Completed	Security Checked	2/5/2024 10:59:56 AM	
Payment Events	Status	Timestamps	
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Electronic Record and Signature Disclosure created on: 6/3/2020 8:19:40 AM Parties agreed to: MATTHEW TODD GRAY

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