



**ALACHUA COUNTY
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 24-473-LC**

**PROJECT NO. 338-22-06
AGREEMENT NO. 14064
ALACHUA COUNTY DEMONSTRATION GARDENS AT THE UF/IFAS EXTENSION
OFFICE**

J. E. DECKER CONSTRUCTION GROUP, LLC

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between J. E. Decker Construction Group, LLC, a Florida limited liability corporation, whose principle address is 1816 N.W. 21st Street , Gainesville, FL 32605 (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. 24-473-LC seeking the bids from contractors to provide all labor, materials, equipment and supervision for the the Alachua County Agricultural Center-UF/IFAS Extension Demonstration Gardens, located at 23100 W. Newberry Rd, Newberry, FL 32669, including all material & labor for irrigation (piping, valves, etc.), hardscape material (crush fines, mulch, pine straw and/or ADA walkways), as specified in this Agreement ("Project"); and

WHEREAS, after evaluating and considering all timely responses to Bid No. 24-473-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. 24-473-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:**

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 9: Construction Plans of UF IFAS – Demonstration Gardens for Alachua County Facilities Management**, Final Plans dated November 2023, for *Invitation to Bid No. 24-473-LC, Project No: 338-22-06, "#14064 - Alachua County Demonstration Gardens at the UF/IFAS Extension Office"* attached hereto and incorporated by reference (collectively the documents referenced and attached as Exhibits 1, 2, and 9 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 the sum of One Hundred Forty-Five Thousand, Nine Hundred Sixteen Dollars and Zero Cents (\$145,916.00) , allocated as provided in the Price Sheet, attached hereto and incorporated by reference as **Exhibit 3** attached hereto and incorporated herein.

3.2. County received a State Financial Assistance Recipient Agreement No. 27992 (the "Grant")

administered by the Florida Department of Agriculture and Consumer Services, Division of Administration (the “Division of Administration”), a copy of which is attached hereto as **Exhibit 8** (hereinafter, the “Grant Award Agreement”) and incorporated by reference into this Agreement; and the Parties agree to the following:

- 3.2.1. Contractor agrees to be bound by the terms of the Grant Award Agreement, all applicable state and federal laws and regulations, and shall hold the Division of Administration and the County harmless against all claims of whatever nature arising out of the Contractor’s performance of the Work, to the extent allowed and required by law; and
 - 3.2.2. The purpose of the Grant is to construct the Alachua County Agricultural Center UF/IFAS Extension Demonstration Gardens; and,
 - 3.2.3. County intends to use the funding available under the Grant to construct the Alachua County Agricultural Center UF/IFAS Extension Demonstration Gardens as more particularly described in the Agreement and the Grant; and
 - 3.2.4. Parties acknowledge and agree that the Grant constitutes the sole and exclusive source of funding for the Technical Specifications to be performed under this Agreement; and
 - 3.2.5. The Grant requires that all construction work **must achieve Final Completion by no later than December 31, 2024**; and
 - 3.2.6. Contractor warrants and represents that it shall achieve Final Completion of all Work under this Agreement by no later than December 31, 2024, and the Contractor further represents and warrants that it assumes and accepts ALL RISKS associated with its ability to achieve Final Completion by December 31, 2024, including but not limited to foreseeable and unforeseeable events regardless of whether they are within or outside of the control of one or more of the Parties; and
 - 3.2.7. In the event the Contractor does not achieve Final Completion of the Work by December 31, 2024, the County will be damaged in that it will not be eligible to receive funding under the Grant and, in turn, the Contractor shall not be entitled to receive any payment whatsoever for performing the Work.
- 3.2. 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 Facilities Management Director
915 SE 5th Street
Gainesville, FL 32601
(352) 338-3229
FacFiscal@alachuacounty.us

- 3.3. 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:

J. E. Decker Construction Group, LLC
1816 N.W. 21st Street
Gainesville, FL 32605
(352) 363-7723
lori@deckercm.com

- 3.4. 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
- 3.5. No additional reimbursable expense will be paid under this Agreement.

4. **ALACHUA COUNTY MINIMUM WAGE**

- 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 7**. 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
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- 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) 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. **ASBESTOS FREE MATERIALS:**

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 Ninety (90) Working Days, as defined in **Exhibit 1: General Terms and Conditions**, from the begin date listed in the NTP. Contract Time for Final Completion is 15 working 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 working 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 working 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 6**, attached hereto.

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. 24-473-LC (**Exhibit 1**);
- 9.1.4. Scope of Service/Technical Specifications from Bid No. 24-473-LC (**Exhibit 2**);
- 9.1.5. *Construction Plans of UF IFAS – Demonstration Gardens for Alachua County Facilities Management*, Final Plans dated November 2023, for Invitation to Bid No. 24-473-LC (**Exhibit 9**);
- 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 Dollars and Zero Cents (\$1,000,000.00), 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 5**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 5-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. 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.

16. 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.

17. 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.

18. 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 by the County's Facilities Management Manager or their designee.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. NO THIRD-PARTY BENEFICIARIES:

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

25. 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.

26. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

26.1. 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.

26.2. 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.

27. **DEFAULT AND TERMINATION**

27.1. 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 time line 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.

27.2. The County may terminate this Agreement without cause by first providing at least thirty (30) days written notice to Contractor. The County Manager, or their designee, is authorized to provide written notice of termination on behalf of the County.

27.3. 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.

27.4. 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) 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.

27.5. 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.

27.6. Upon seven (7) 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.

28. **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.

29. **DUTIES AND OBLIGATIONS** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 14064) 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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:

Christopher C. Decker

By: _____
28D6D02724044EF...

Print: Christopher C. Decker

Title: Managing Member

Date: 2/21/2024

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 1: GENERAL TERMS AND CONDITIONS

1. PRICING:

The Price Sheet, 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 (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 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




Civil Engineering | Land Planning
Surveying | Construction Services

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GENERAL CONSTRUCTION NOTES:

1. THE PROJECT STANDARDS AND SPECIFICATION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPT. OF TRANSPORTATION (FDOT) STANDARD PLANS, FY22-23 OR LATEST EDITION, AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 OR LATEST EDITION, UNLESS OTHERWISE ADDRESSED WITHIN THE CONTRACT DOCUMENTS.
2. 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.
4. SEE THE PROJECT TOPOGRAPHIC SURVEY, INCLUDED WITH THIS DRAWING SET FOR DOCUMENTATION OF EXISTING SITE CONDITIONS.
5. 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 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.
6. 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,

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- 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.
7. 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. 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.
 8. 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.
 9. 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 ALL CONSTRUCTION RELATED PROVISIONS SHALL BE PROVIDED IN ELECTRONIC FORM TO THE EOR WITHIN 15 DAYS FROM COMPLETION OF CONSTRUCTION.
 10. 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.
 11. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING TRAFFIC SIGNAGE THROUGHOUT CONSTRUCTION.
 12. PRIOR TO PERFORMING ANY CONSTRUCTION DEMOLITION OR UTILITY WORK, THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING

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- OR MEETINGS WITH THE EOR, OWNER, AND ALL UTILITY PROVIDERS PROVIDING SERVICE WITHIN THE PROJECT LIMITS.
13. CONTRACTOR SHALL ESTABLISH AND MAINTAIN PROPER ELEVATION BENCHMARKS ON SITE AT ALL TIMES, AND SHALL REPLACE DAMAGED BENCHMARKS USING A FLORIDA LICENSED SURVEYOR.
 14. 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.
 15. 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.
 16. 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.
 17. 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:

1. 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).

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2. SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 522 OF THE STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (JULY 2019).
3. MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM SHALL COMPLY WITH ALACHUA COUNTY AND SJRWMD REQUIREMENTS.

GEOTECHNICAL TESTING NOTES:

1. THE CONTRACTOR SHALL EMPLOY, AT THEIR EXPENSE, A LICENSED GEOTECHNICAL ENGINEERING TESTING FIRM (GE) TO PROVIDE GEOTECHNICAL TESTING AND ANALYSIS FOR THE PROJECT.
2. GEOTECHNICAL TESTING SHALL BE PERFORMED FOR THE SIDEWALKS, FOUNDATIONS, UTILITIES AND OTHER ITEMS NECESSARY.
3. 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. 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 SECTION 522 AND SECTION 347 FOR CLASS NS PORTLAND CEMENT CONCRETE.

EROSION AND SEDIMENTATION CONTROL NOTES:

1. THE CONTRACTOR SHALL UTILIZE THE EROSION AND SEDIMENTATION CONTROL PLAN AS A GENERAL GUIDE AND DIRECTION FOR MINIMUM CONTROL MEASURES. CONTRACTOR SHALL UTILIZE EROSION CONTROL

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- BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED TO MINIMIZE EROSION AND SEDIMENTATION BUILDUP ONSITE AND TO PREVENT EROSION AND SEDIMENTATION DISCHARGE OFF PROPERTY.
2. CONTRACTOR SHALL EMPLOY AN FDEP CERTIFIED EROSION AND SEDIMENTATION CONTROL INSPECTOR TO MONITOR THE CONTRACTOR'S EROSION AND SEDIMENTATION CONTROL WORK EFFORT THROUGHOUT CONSTRUCTION.
 3. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
 4. SILT FENCING AND OTHER SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED WHERE SHOWN ON THE DRAWINGS PRIOR TO STARTING CONSTRUCTION. ALL STORM DRAIN INLETS SHALL BE PROTECTED DURING CONSTRUCTION IN ACCORDANCE WITH FDOT EROSION AND SEDIMENTATION CONTROL DESIGNER AND REVIEWER MANUAL (JUNE 2007) TO PREVENT SEDIMENT DISCHARGE TO THE EXISTING STORMWATER MANAGEMENT SYSTEM.
 5. THE RETENTION BASINS SHALL BE PROTECTED FROM SEDIMENT DISCHARGE BY SILT FENCE AT THE DISCHARGE STORM STRUCTURE. CAREFUL ATTENTION SHALL BE PAID TO PREVENT EROSION FROM ENTERING THE BASIN BOTTOM BEYOND THE IMMEDIATE EXIT OF THE STRUCTURE. REMOVE ALL SEDIMENT BUILDUP AT THE DISCHARGE STRUCTURE REGULARLY THROUGHOUT CONSTRUCTION.
 6. PROTECT EXISTING STORMWATER INLET STRUCTURES WITH FILTER FABRIC OR OTHER EROSION CONTROL DEVICE TO PREVENT SEDIMENTS FROM ENTERING STORM SEWER SYSTEM.
 7. ALL EROSION AND SEDIMENTATION CONTROL STRUCTURES SHALL BE INSPECTED AT LEAST ONCE PER WEEK AND AFTER 1/2" OR GREATER RAINFALL. ANY DEFICIENCIES DISCOVERED SHALL BE REPAIRED, ADJUSTED, OR IMPROVED AS REQUIRED.
 8. ALL EROSION AND SEDIMENTATION CONTROL STRUCTURES SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETE AND APPROVED, AND VEGETATION IS FULLY ESTABLISHED.
 9. CONTRACTOR SHALL MINIMIZE AIR POLLUTION FROM PARTICULATES AND DUST. WATER SHALL BE APPLIED AS NEEDED TO REDUCE DUST DURING CONSTRUCTION. USE OTHER STABILIZATION METHODS SUCH AS HYDROMULCHING AS NEEDED.

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10. CONTRACTOR SHALL STOCKPILE AND STORE MATERIALS SUCH THAT STORMWATER FLOW IS NOT IMPEDED DURING CONSTRUCTION AND MATERIAL EROSION DOES NOT OCCUR.
11. ALL DISTURBED OPEN AREAS WITHIN THE PROJECT CONSTRUCTION LIMITS SHALL BE COMPLETELY GRASSED BY COMPLETION OF CONSTRUCTION. GRASS SEEDING RATES AND MIXTURES SHALL BE PER FDOT EROSION AND SEDIMENTATION CONTROL DESIGNER AND REVIEWER MANUAL (JULY 2013). EVIDENCE OF GROWTH MUST BE PRESENT PRIOR TO FINAL RELEASE.
12. THE STORM SEWER SYSTEM SHALL BE FLUSHED OUT TO REMOVE ALL ACCUMULATED DEBRIS AND SEDIMENT UPON COMPLETION OF CONSTRUCTION.
13. REFER TO LANDSCAPE PLANS FOR LOCATION OF THE PROTECTION FENCING

GENERAL DEMOLITION NOTES:

1. PRIOR TO DEMOLITION AND CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO VERIFY THE LOCATION OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES TO BE REMOVED OR RELOCATED.
2. CONTRACTOR IS RESPONSIBLE FOR ALL SITE DEMOLITION AND MATERIAL REMOVAL. IN ADDITION TO THE DEMOLITION SHOWN, THE CONTRACTOR SHALL REMOVE ALL MISCELLANEOUS TRASH, DEBRIS, FENCING ETC., IN ORDER TO PROVIDE A CLEAN CONSTRUCTION SITE.
3. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL DEMOLITION MATERIAL OFF SITE. DISPOSAL METHODS AND LOCATIONS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
4. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASSES, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS IS THE RESPONSIBILITY OF THE SITE WORK CONTRACTOR. SOIL IN AREAS TO BE LANDSCAPED SHALL BE UNCOMPACTED, SUITABLE FOR ROOT GROWTH WITH APPROPRIATE AMOUNTS OF ORGANIC MATTER, AND A PH RANGE OF 5.5 - 6.5.

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5. INVASIVE TREE ROOTS SHALL BE REMOVED OR PRUNED IN COMPLIANCE WITH THE NATIONAL ARBORIST ASSOCIATION STANDARDS FOR PRUNING OF SHADE TREES.

LANDSCAPE NOTES:

1. FILL:
 - a. PLANTING SHALL BE WITHIN A SANDY-LOAM SOIL, SUITABLE FOR PLANT GROWTH, NOT COMPACTED, FRIABLE, AND FREE OF CLAY LUMPS, BRUSH, WEEDS, SEEDS, ROOTS, STUMPS, STONES, ORGANIC MUCK, HARD PAN CLAY, LITTER AND CONSTRUCTION DEBRIS INCLUDING LIMEROCK OR PAVING BASE MATERIAL, ASPHALT, AND CONCRETE, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
 - b. IF SANDY LOAM DOES NOT EXIST WITHIN PLANTING AREAS, REPLACE ENTIRELY WITHIN PROPOSED PLANTING AREAS TO A MINIMUM DEPTH OF 12" WITH UNCOMPACTED IMPORT FILL, OR PER THE DEPTH REQUIRED BY LOCAL LAND DEVELOPMENT CODE REGULATIONS. REPLACE WITH NEW, DEEP FILL MATERIAL AS PER USDA STANDARD TEXTURES. FILL TO BE TAKEN FROM WELL-DRAINING LOCAL SOURCES WITH SIMILAR SOIL TYPES AS FOUND AT THE PROJECT SITE.
 - c. FILL TO BE OF PH 5-6.5.
2. PLANTING PREPARATION GENERAL:
 - a. CONDUCT A PRE-CONSTRUCTION CONFERENCE ON SITE WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK. DISCUSS PROPOSED ACTIVITIES, REVIEW PROPOSED PLANTING AREAS, AND CONFIRM PROPOSED SCHEDULE OF WORK. PROVIDE ONE WEEK'S NOTICE OF PROPOSED CONFERENCE.
 - b. REMOVE ALL ROOTS, PLANTS, STONES, CLAY, AND OTHER EXTRANEIOUS MATERIAL FROM PLANTING AREAS AND ENSURE ALL ASPHALT, LIMEROCK, CONSTRUCTION DEBRIS, AND ANY OTHER ITEMS DETRIMENTAL TO TREE AND PLANT GROWTH ARE REMOVED FROM AREAS OF PROPOSED PLANTING OR SODDING PRIOR TO INSTALLATION. REMOVE WITHIN ENTIRE PLANTING BED AREA AND TO A MINIMUM DEPTH OF 4 FT. IN AREAS OF PROPOSED TREE

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- PLANTINGS AND TO 3 FT. IN AREAS OF PROPOSED SHRUB, GROUNDCOVER, AND SOD PLANTING AREAS.
- c. ENSURE PLANTING AREAS ARE OF A SANDY-LOAM SOIL. IF NOT, REPLACE EXISTING WITH FILL THAT MEETS THE SPECIFICATIONS OF PART 2, PRODUCTS, FILL. PLANTING DEPTH OF SOIL APPROPRIATE FOR PLANTING SHALL BE A MINIMUM OF THREE (3) FEET.
 - d. PLANTING AREAS SHALL NOT BE COMPACTED.
 - e. PLANTING AREAS SHALL BE WELL-DRAINING. IF SATURATED OR WET CONDITIONS EXIST IN PROPOSED PLANTING AREAS OR WITHIN PLANTING HOLES, DO NOT PLANT MATERIAL AND CONTACT LANDSCAPE ARCHITECT FOR DIRECTION.

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EXHIBIT 3: BID FORM/ PRICE SHEET



Alachua County, Florida

Procurement

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

RESPONSE DOCUMENT REPORT

ITB No. ITB 24-473-LC

Alachua County Demonstration Gardens at the UF/IFAS Extension Office

RESPONSE DEADLINE: January 31, 2024 at 2:00 pm

Report Generated: Friday, February 16, 2024

J.E. Decker Construction Group, LLC. Response

CONTACT INFORMATION

Company:

J.E. Decker Construction Group, LLC.

Email:

lori@deckercm.com

Contact:

Lori Brooks

Address:

1503 NW 16th Avenue
Gainesville, FL 32605

Phone:

(352) 363-7723

Website:

<https://deckercm.com/>

Submission Date:

Jan 31, 2024, 1:54 PM

RESPONSE DOCUMENT REPORT
 ITB No. ITB 24-473-LC
 Alachua County Demonstration Gardens at the UF/IFAS Extension Office

ADDENDA CONFIRMATION

No addenda issued

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construction of the Alachua County UF/IFAS Demonstration Gardens per solicitation	1	Lump Sum	\$145,916.00	\$145,916.00
TOTAL					\$145,916.00

UNIT COST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mulch	1	Square foot	\$0.00	\$0.00
2	Concrete	1	Square foot	\$6.62	\$6.62
3	Pine straw	1	Square foot	\$2.22	\$2.22
4	Concrete Fines	1	Square foot	\$0.00	\$0.00
TOTAL					\$8.84

EXHIBIT 4: GENERAL CONSTRUCTION NOTICE TO PROCEED

NTP No.: _____

Agreement No.: 14064

Invoice/Billing Reference No.: _____

Project Description: #14064 - Alachua County Demonstration Gardens at the UF/IFAS Extension Office - the Alachua County Agricultural Center-UF/IFAS Extension Demonstration Gardens, located at 23100 W. Newberry Rd, Newberry, FL 32669, to include all material & labor for irrigation (piping, valves, etc.), hardscape material (crush fines, mulch, pine straw and/or ADA walkways), as specified in this Agreement
County: **Alachua County**, a Charter County and political subdivision of the State of Florida

Date Issued: _____

County Project Manager:

Contractor: J. E. Decker Construction Group, LLC

Contractor's Address: 1816 N.W. 21st Street , Gainesville, FL 32605

Architect/Engineer: JBPro

This Notice to Proceed (NTP) is issued in accordance with the terms of the General Construction Agreement No. _____, dated _____ between the County and the Contractor (“Agreement”). Execution of this NTP by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain the Agreement, including its exhibits, and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- DRAWINGS/PLANS/SPECIFICATIONS
- SCOPE OF WORK
- SPECIAL CONDITIONS
- SCHEDULE OF VALUES
- _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within Ninety (90) working days of this NTP with Final Completion occurring 15 working days after Substantial Completion.

METHOD OF COMPENSATION:

The amount paid for this job shall be:
\$ _____.

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 hereto agree to this Notice to Proceed and have executed it on this _____ day of _____, 20_____.

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: INSURANCE

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

Contractor shall procure and maintain for the duration of this Agreement 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 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 Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. 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

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 agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of 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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 6: CONTRACTOR’S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the “Contractor.”

(2) Contractor, pursuant to that certain General Construction Agreement No. _____ (“Agreement”) with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “Owner,” has furnished or caused to be furnished labor, materials, and services for Bid No. 24-473-LC; #14064 - Alachua County Demonstration Gardens at the UF/IFAS Extension Office, 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 final payment from the Owner in the amount of \$_____.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement (“Claimants”), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

Contractor:

By: _____

Its: _____

Date: _____

[Corporate Seal]

Witnesses

STATE OF _____

EXHIBIT 7: 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”).

J. E. Decker Construction Group, LLC
1816 N.W. 21st Street
Gainesville, FL 32605
(352) 318-9149
lori@deckercm.com

Project Description: #14064 - Alachua County Demonstration Gardens at the UF/IFAS Extension Office; all material & labor for irrigation (piping, valves, etc.), hardscape material (crush fines, mulch, pine straw and/or ADA walkways), as specified in this Agreement.

CONTRACTOR

DocuSigned by:
Christopher C. Decker
By: 28D6D02724014FF...
Print: Christopher C. Decker
Title: Managing Member
Date: 2/21/2024

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 8: AGREEMENT #27992 (ASSISTANCE GRANT AND AMENDMENTS)
BETWEEN FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER
SERVICES AND ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

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Florida Department of Agriculture and Consumer Services
Division of Administration

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WILTON SIMPSON
COMMISSIONER

CONTRACT AMENDMENT

Please Respond To: Division of Administration
Bureau of General Services
407 South Calhoun Street, M4
Tallahassee, Florida 32399-0800
Attn: Dee Boerger

October 12, 2023

Ms. Michelle Lieberman, County Manager
Alachua County Board of County Commissioners
12 Southeast 1st Street
Gainesville, Florida 32601

Dear Ms. Lieberman,

RE: Amendment of Contract # 27992 dated 08/18/21.

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

Article 1.1 shall be amended to read as follows:

Contract Period: From execution through December 31, 2024.

NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.

Joey B. Hicks

Joey B. Hicks
Director of Administration
Department of Agriculture
and Consumer Services

10/15/2023

(Date)

DocuSigned by:
Michele Lieberman

(Signature)
Michele Lieberman

(Title)
County Manager

(Company)
10/27/2023

(Date)

Approved as to Form
DocuSigned by:
Diana Johnson

Diana Johnson

Alachua County
Attorney 10/26/2023



NICOLE "NIKKI" FRIED
COMMISSIONER

Division of Administration

CONTRACT AMENDMENT

Please Respond To: Division of Administration
Bureau of General Services
407 South Calhoun Street, M4
Tallahassee, Florida 32399-0800
Attn: Dee Boerger

October 24, 2022

Ms. Michelle Lieberman, County Manager
Alachua County Board of County Commissioners
12 Southeast 1st Street
Gainesville, Florida 32601

Dear Ms. Lieberman,

RE: Amendment of Contract # 27992 dated 08/18/21.

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

Article 1.1 currently reads:
Contract Period: From execution through December 31, 2022.

Article 1.1 shall be amended to read:
Contract Period: From execution through December 31, 2023.

NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.

Joey B. Hicks
Joey B. Hicks
Director of Administration
Department of Agriculture
and Consumer Services

10/24/2022
(Date)

DocuSigned by:
Michelle Lieberman
0F708449BF5749D
(Signature) Michelle Lieberman
County Manager
(Title)
Alachua County Board of County Commissioners
(Company)
11/9/2022
(Date)

Approved as to Form
DocuSigned by:
Diana Johnson
BE797AC46770481...
Alachua County
Attorney



Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

**NICOLE "NIKKI" FRIED
COMMISSIONER**

This AGREEMENT, made and entered into on 8/18/2021, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Alachua County Board of County Commissioners, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: From execution through December 31, 2022.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

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Construction of the Alachua County Agricultural Center-UF/IFAS Extension Demonstration Gardens as outlined in Exhibit A, hereby incorporated and attached hereto.

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 72000000
- 2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Required deliverables include receipt of copies of the executed architect/engineer and construction contracts; receipt of Quarterly Expenditure Projections and Quarterly Status Reports, utilizing the forms shown as Exhibits B and C respectively; receipt of a current Percentage of Completion Spreadsheet, utilizing the form shown as Exhibit D, with each invoice requesting reimbursement accompanied by documentation substantiating the reimbursement amount; and, upon project completion, receipt of certification that project is complete and lien-free.

- 2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. Invoices received for services as stipulated in the scope of work without proper supporting documentation and without the required contract deliverables will result in a payment of \$0 until satisfactory documentation is accepted and approved by the DEPARTMENT.
- 2.5 Department Services. The DEPARTMENT agrees to provide the following services: Consultation as requested.

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT an amount not to exceed \$206,655 as follows: Up to three (3) months of foreseeable expenses may be paid in advance upon written request at time of contract execution. Documentation for services provided using advance payment must be received prior to submission of the next invoice. The remaining amount will be paid in

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arrears upon receipt of detailed invoices outlining services provided.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in the paragraph for payments directly above.

3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

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3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.
- 4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement

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of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

- 4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS AND COVENANTS

- 5.1 RECIPIENT expressly acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.

- 5.2 RECIPIENT expressly acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 RECIPIENT expressly acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 5.4 RECIPIENT expressly acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 5.5 RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section 1324a of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-

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Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

- 5.6 RECIPIENT hereby represents and warrants that it shall not discriminate on the basis of race, sex, sexual orientation, gender identify, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.7 RECIPIENT hereby represents and warrants that it shall comply with Section 20.055, Florida Statutes.
- 5.8 By executing this AGREEMENT, RECIPIENT hereby represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further certifies that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for in Statute.
- 5.9 By executing this AGREEMENT, RECIPIENT hereby represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all

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documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:

- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
 - 6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 6.1.3 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 contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.
- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

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- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

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

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.
- 7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.
- 7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

- 7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.
- 7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.
- 7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

- 8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.
- 8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- 8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.7 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the

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financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

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8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

9.2.1 The RECIPIENT'S obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT'S sole expense, and (3) assistance in defending the action at RECIPIENT'S sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT'S prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

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- 9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.
- 9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.
- 9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.
- 9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.
- 9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.
- 9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.
- 9.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is Dorothy Boerger and is located at 407 South Calhoun Street, Mailstop M4, Tallahassee, Florida 32399-0800

The contract manager for the RECIPIENT is Cynthia Sanders and is located at 12 SE 1st Street, Gainesville, Florida 32601.

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ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from the Florida Department of Agriculture and Consumer Services, Ag Education Promotional Facilities CSFA \$42,047, \$206,655.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The RECIPIENT shall within ten (10) business from execution of this agreement confirm in a writing signed by an authorized official whether or not the RECIPIENT receives fifty (50) percent or more of its current budget from funds provided by the State of Florida, or from a combination of funds received from the State of Florida or the United States Government. Current shall mean the current tax year, as well as the tax year immediately prior.

11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the RECIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation for of the RECIPIENT's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.

11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.

11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of \$100 per calendar day until the report is delivered.

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11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Anthony Pardal
Signature

Ker Carroll
Signature
Chair, Alachua County Board of County
Commissioners

Director of Administration
Title

Title

8/17/2021
Date

August 18, 2021
Date

DocuSign Envelope ID: 48996F78-11AF-4BDF-A3E8-9D697B472920

EXHIBIT A

Florida Department of Agriculture and Consumer Services
Division of Administration



NICOLE "NIKKI" FRIED
COMMISSIONER

**RECIPIENT INFORMATION FOR
STATE FINANCIAL ASSISTANCE CONTRACTS**

- 1. Name of Organization (County, Fair Association, etc.):
Alachua County Board of County Commissioners
- 2. Mailing Address: 12 SE 1st Street
City, State, Zip Code: Gainesville, FL 32601
- 3. FEID #: 59-6000501
- 4. Name of Agent: Cynthia Sanders
Agent Address (if different from address given above):
22712 W. Newberry Road
Newberry, FL 32669
Agent's Telephone Number: 352-955-2402 FAX Number: 352-334-0122
Agent's Email Address: cbsanders@alachuacounty.us

5. Appropriation Eligible Costs: (List all major applicable appropriation project cost items in the space provided below. Use additional pages if required.)

Construction of the Alachua County Agricultural Center-UF/IFAS Extension Demonstration Gardens to include the following:

Construction:
Includes all material and labor for irrigation (piping, valves, etc.), hardscape material (Crush fines, mulch, and/or concrete ADA walkways), educational signage, plant material, and lighting (if possible).

Pre-Fab Pergola/Outdoor Teaching Area:
Includes materials, labor, and permitting for outdoor teaching classroom space.

Design and Construction Services:
Design and construction services for final demonstration garden, to include schematic plan development/finalization, construction documents, and post design support (bidding, site visits, construction, etc.).

Installation of Cistern & Irrigation Pump

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EXHIBIT B



Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

QUARTERLY EXPENDITURE PROJECTIONS FOR STATE FINANCIAL ASSISTANCE CONTRACTS

RECIPIENT	COUNTY	CONTRACT #
CONTACT INFORMATION		
Agent:		
Address:		
Phone:		
Email:		
AMOUNT OF STATE FINANCIAL ASSISTANCE:		
ANTICIPATED FUNDING NEEDS		
Paid to Date		
TOTAL		

Signature:	
Print Name:	
Title:	
Date:	

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EXHIBIT C

Florida Department of Agriculture and Consumer Services
Division of Administration



NICOLE "NIKKI" FRIED
COMMISSIONER

**QUARTERLY STATUS REPORT FOR
STATE FINANCIAL ASSISTANCE CONTRACTS**

Project Status Report	
Project Name:	
Contract Manager:	
Quarter:	
Reporting Period:	

Project Key Parameters		
	Status	Comments (If At-risk and Off-track are selected a comment is required.)
Schedule		
Quality		
Scope		
Budget		

Milestones			
Milestone	Baseline Date	Latest Forecast	Actual Date

Summary of Status

Recipient Contract Manager Signature Date

FDACS Contract Manager Signature Date

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EXHIBIT D

Florida Department of Agriculture and Consumer Services
Division of Administration

Project Title: _____
Agency: _____
Contract Number: _____
Contract Amount: _____
Date Submitted: _____



NICOLE "NIKKI" FRIED
COMMISSIONER

**PERCENTAGE OF COMPLETION SPREADSHEET
FOR STATE FINANCIAL ASSISTANCE CONTRACTS**

Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period				
					\$	#DIV/0!	\$
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Total	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -

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EXHIBIT D

Project Title: ABC Fairground Renovation

Florida Department of Agriculture and Consumer Services
Division of Administration

Agency: ABC County Board of County Commissioners

Contract Number: 23456

Contract Amount: \$256,855.00

Date Submitted: 8/15/2018



NICOLE "NIKKI" FRIED
COMMISSIONER

**PERCENTAGE OF COMPLETION SPREADSHEET
FOR STATE FINANCIAL ASSISTANCE CONTRACTS**

Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period				
Upgrade Electrical System	\$ 44,138.00	\$ 44,138.00	\$ 5,135.35		\$ 44,138.00	100%	\$ -
Refurbish Restrooms	\$ 40,142.00	\$ 20,000.00	\$ 1,500.00		\$ 25,135.35	63%	\$ 15,006.65
Upgrade Water Holding Tank	\$ 2,753.00		\$ 1,500.00		\$ 1,500.00	54%	\$ 1,253.00
Purchase Dump Trailer	\$ 2,000.00		\$ 2,025.50		\$ 2,025.50	101%	\$ (25.50)
Site Prep for arena/barn	\$ 7,145.00		\$ 7,145.00		\$ 7,145.00	100%	\$ -
New Ticket Buildings	\$ 2,335.00		\$ 2,335.00		\$ 2,335.00	100%	\$ -
Replace Kitchen Sinks	\$ 1,718.00		\$ 1,718.00		\$ 1,718.00	100%	\$ -
land Clearing/Site Prep	\$ 16,250.00		\$ 16,250.00		\$ 16,250.00	100%	\$ -
Engineering/Design/permitting	\$ 50,000.00	\$ 36,300.00			\$ 36,300.00	73%	\$ 13,700.00
New Multi-Purpose Arena	\$ 90,374.00				\$ -	0%	\$ 90,374.00
					\$ -	#DIV/0!	\$ -
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Total	\$ 256,855.00	\$ 100,438.00	\$ 36,108.85	\$ -	\$ 136,546.85	53%	\$ 120,308.15

Item #59, 21-0591

Final Audit Report

2021-08-17

Created:	2021-08-17
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIMriDOa42P5A-KestNOISb8L1WO2n4E

"Item #59, 21-0591" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2021-08-17 - 8:17:14 PM GMT - IP address: 216.194.144.254
-  Document emailed to Ken Comell (bocchairsignature@alachuacounty.us) for signature
2021-08-17 - 8:17:54 PM GMT
-  Email viewed by Ken Comell (bocchairsignature@alachuacounty.us)
2021-08-17 - 8:47:01 PM GMT - IP address: 104.225.179.183
-  Document e-signed by Ken Comell (bocchairsignature@alachuacounty.us)
Signature Date: 2021-08-17 - 8:47:21 PM GMT - Time Source: server - IP address: 104.225.179.183
-  Agreement completed.
2021-08-17 - 8:47:21 PM GMT



EXHIBIT 9: PLANS

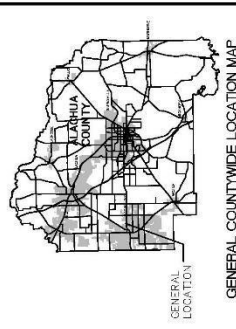
CONSTRUCTION PLANS OF UF IFAS - DEMONSTRATION GARDENS FOR ALACHUA COUNTY FACILITIES MANAGEMENT

GENERAL DEVELOPMENT NOTES

1. EXISTING UTILITIES: UF IFAS - DEMONSTRATION GARDENS
2. EXISTING UTILITIES: ALACHUA COUNTY
3. EXISTING UTILITIES: ALACHUA COUNTY
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19. EXISTING UTILITIES: ALACHUA COUNTY
20. EXISTING UTILITIES: ALACHUA COUNTY

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/2023
2	ISSUED FOR PERMIT	11/15/2023
3	ISSUED FOR PERMIT	11/15/2023
4	ISSUED FOR PERMIT	11/15/2023
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18	ISSUED FOR PERMIT	11/15/2023
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20	ISSUED FOR PERMIT	11/15/2023

1. EXISTING UTILITIES: ALACHUA COUNTY
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20. EXISTING UTILITIES: ALACHUA COUNTY

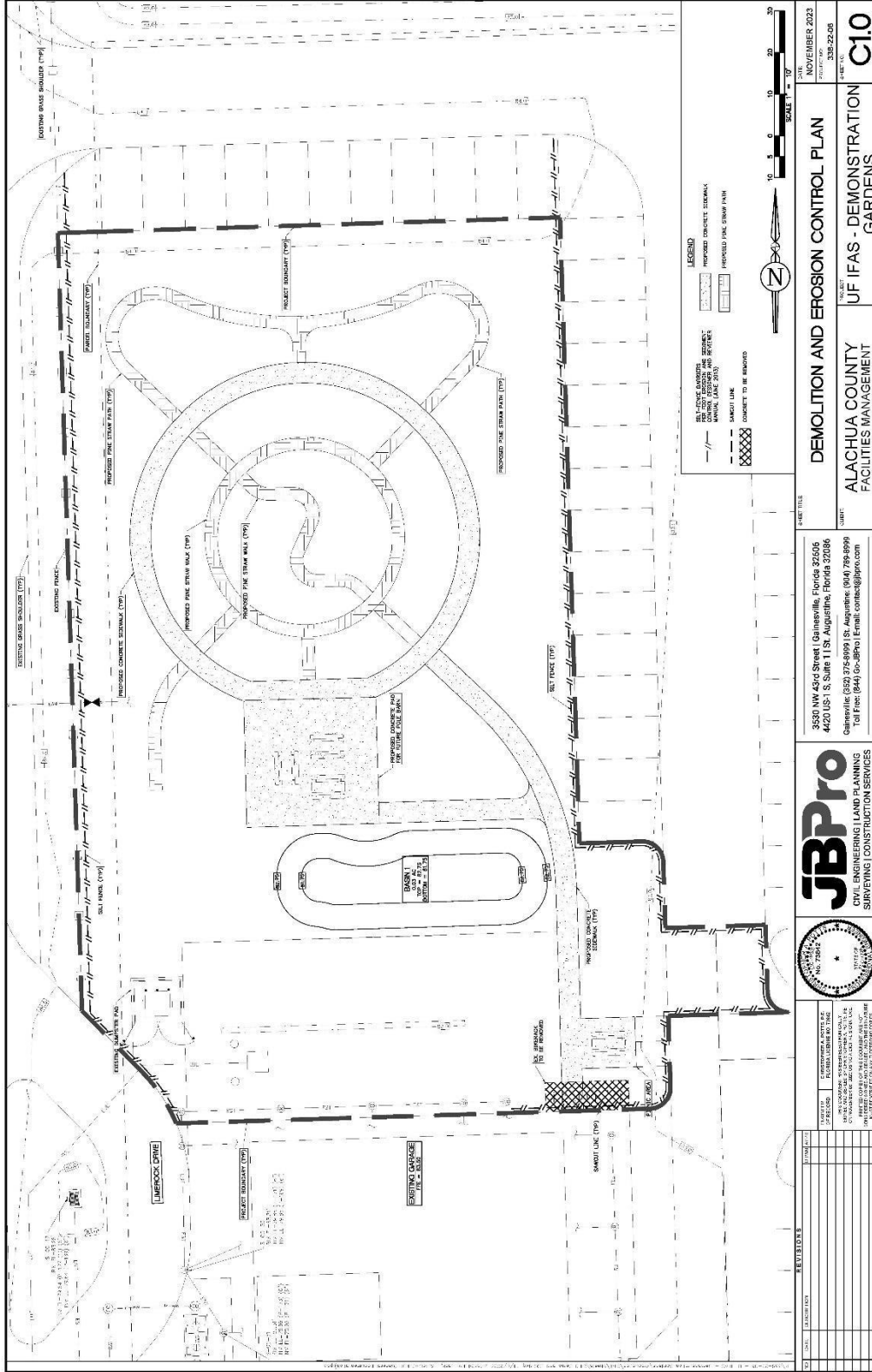


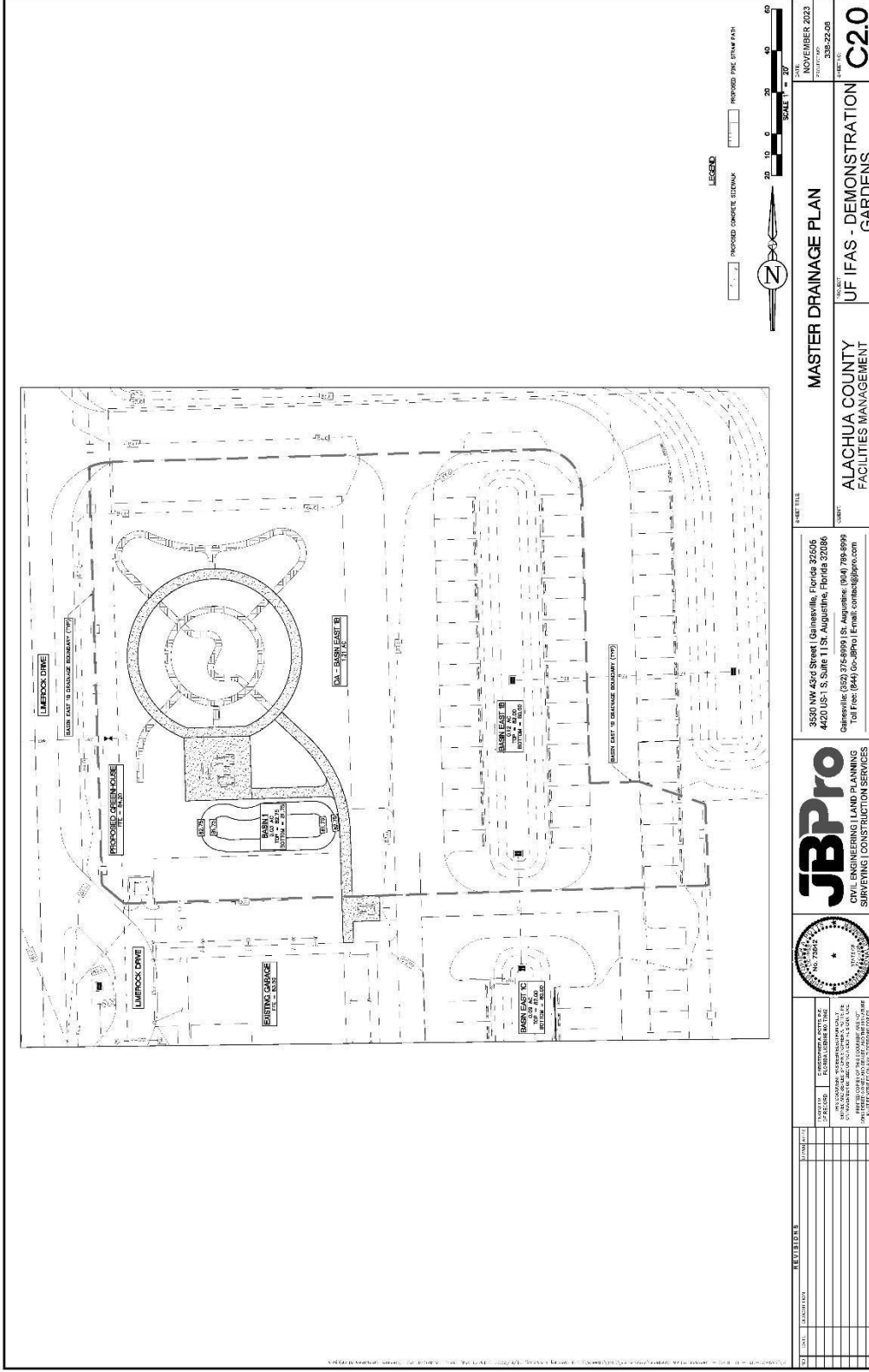
UF IFAS - DEMONSTRATION GARDENS SHEET INDEX

SHEET NO.	TITLE
01	GENERAL DEVELOPMENT NOTES
02	GENERAL DEVELOPMENT NOTES
03	GENERAL DEVELOPMENT NOTES
04	GENERAL DEVELOPMENT NOTES
05	GENERAL DEVELOPMENT NOTES
06	GENERAL DEVELOPMENT NOTES
07	GENERAL DEVELOPMENT NOTES
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19	GENERAL DEVELOPMENT NOTES
20	GENERAL DEVELOPMENT NOTES



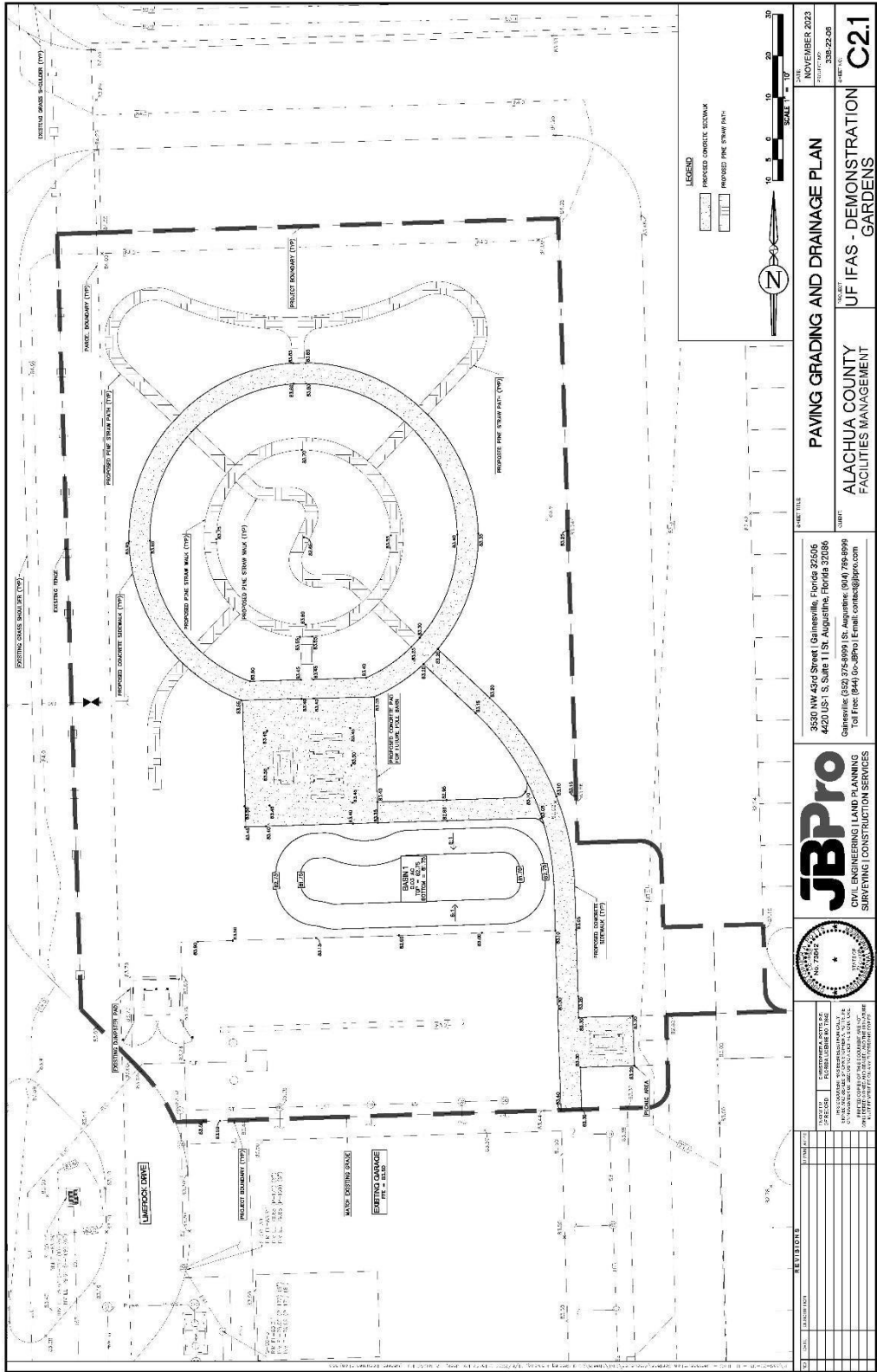
		<p>JBPro CIVIL ENGINEERING / LAND PLANNING SURVEYING / CONSTRUCTION SERVICES</p>	<p>3520 NW 45th Street Gainesville, Florida 32606 4420 US 1 S, Suite 1 St. Augustine, Florida 32086 Gainesville (352) 375-8991 St. Augustine: (904) 798-8999 Toll Free (844) 60-3Pro E-mail: contact@jpro.com</p>	<p>DATE: NOVEMBER 2023 SCALE: 3/8" = 1'-0"</p>
<p>COVER SHEET</p>		<p>ALACHUA COUNTY FACILITIES MANAGEMENT</p>	<p>UF IFAS - DEMONSTRATION GARDENS</p>	<p>SHEET NO: C0.0</p>





REVISIONS		
NO.	DATE	DESCRIPTION

<p>3820 NW 42nd Street, Gainesville, Florida 32606 4420 US1 S, Suite 111, St. Augustine, Florida 32086 Gainesville (832) 375-8999 St. Augustine (904) 798-8999 Toll Free (844) 60-6PRO Email: con@jbp.com</p>	<p>JBP Pro CIVIL ENGINEERING LAND PLANNING SURVEYING CONSTRUCTION SERVICES</p>	<p>STATE OF FLORIDA PROFESSIONAL ENGINEER No. 75384 EXPIRES 12/31/2024</p>	<p>DATE TITLE NOVEMBER 2023 MASTER DRAINAGE PLAN</p>
<p>ALACHUA COUNTY FACILITIES MANAGEMENT</p>	<p>PROJECT UF IFAS - DEMONSTRATION GARDENS</p>	<p>SCALE 1" = 30'</p>	<p>DATE NOVEMBER 2023 PROJECT NO. 338-22-06 SHEET NO. C2.0</p>



REVISORS	
NO.	DATE

THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. I HEREBY CERTIFY THAT I AM THE AUTHOR OF THIS PLAN AND THAT I AM A duly licensed Professional Engineer in the State of Florida. My License No. is 75601.



J.B. Pro
 CIVIL ENGINEERING / LAND PLANNING
 SURVEYING / CONSTRUCTION SERVICES

3520 NW 42nd Street, Gainesville, Florida 32606
 4420 US-1 S, Suite 111, St. Augustine, Florida 32086
 Gainesville: (352) 375-8099 | St. Augustine: (904) 798-9999
 Toll Free: (844) 60-6900 | Email: contact@jbpro.com

PAVING GRADING AND DRAINAGE PLAN
 CLIENT TITLE:
 PROJECT NO. 338-22-06
 DATE: NOVEMBER, 2023

ALACHUA COUNTY FACILITIES MANAGEMENT
 SUBJECT:
C2.1
UF IFAS - DEMONSTRATION GARDENS

MANLEY DESIGN
LANDSCAPE ARCHITECTS • 3800 N. W. 75th Ave., Suite 200 • Ft. Lauderdale, FL 33309
PHONE: 754.477.0011 • FAX: 754.477.0012

Manley Design, LLC
3800 N.W. 75th Avenue, Suite 200
Ft. Lauderdale, Florida 33309
Phone: 754-477-0011
Fax: 754-477-0012
www.manleydesign.com

UF/IFAS
Demonstration Garden

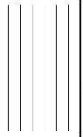
Alachua County, FL
for Alachua County
Facilities Management

DATE: 08/11/2015
TIME: 11:58 AM
PROJECT: UF/IFAS DEMONSTRATION GARDEN
DRAWING: HARDSCAPE AND LAYOUT PLAN



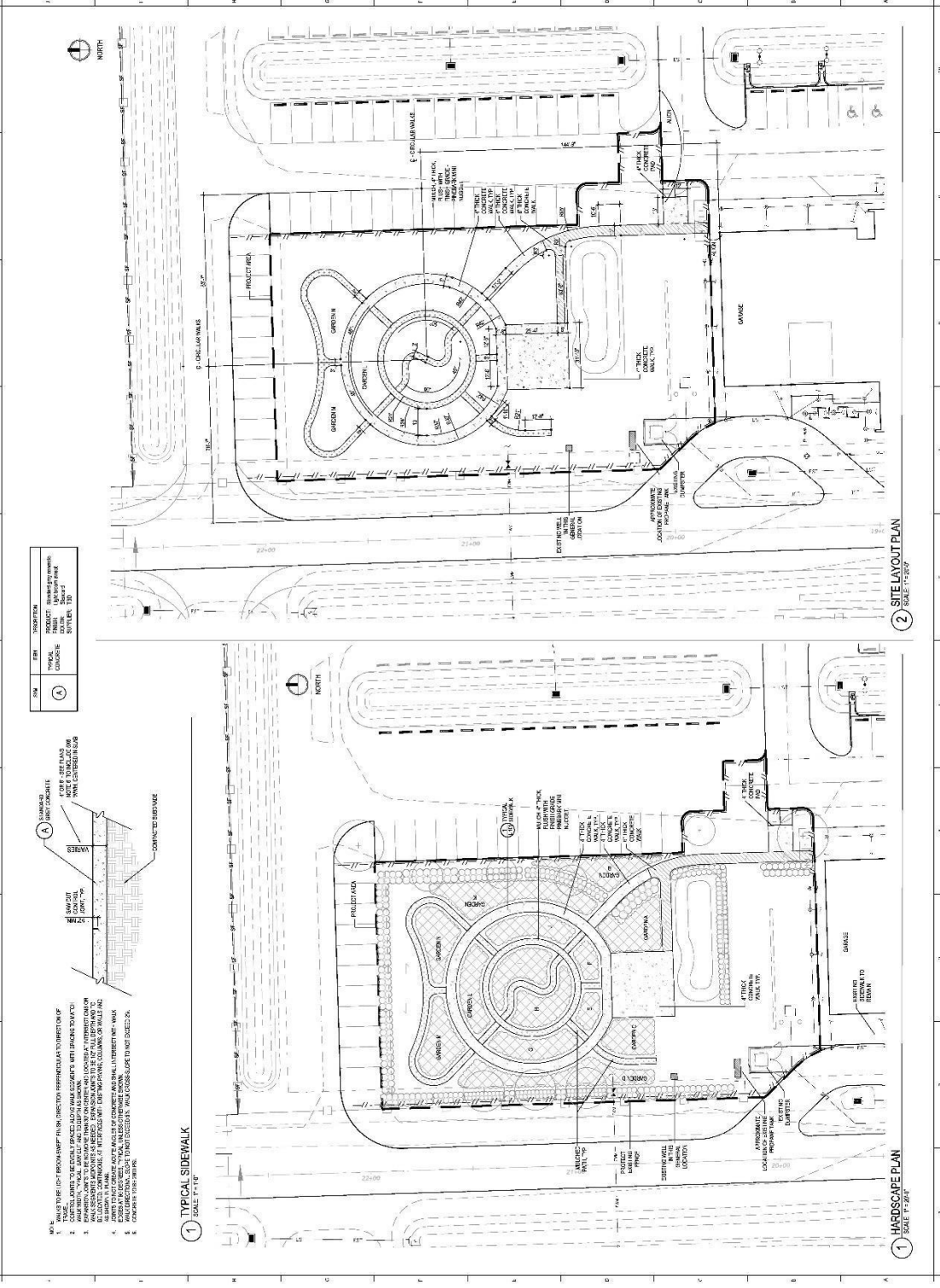
Client: **Manley Design, LLC**
Project: **UF/IFAS DEMONSTRATION GARDEN**
Location: **ALACHUA COUNTY FACILITIES MANAGEMENT**
Drawing: **HARDSCAPE AND LAYOUT PLAN**
Scale: **1" = 30'**
Date: **08/11/2015**
Time: **11:58 AM**

DATE: 08/11/2015
TIME: 11:58 AM
PROJECT: UF/IFAS DEMONSTRATION GARDEN
DRAWING: HARDSCAPE AND LAYOUT PLAN

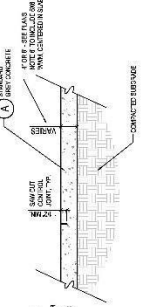


HARDSCAPE AND LAYOUT PLAN

Sheet Number: **L-101**



SYMBOL	DESCRIPTION
①	TYPICAL SIDEWALK
②	SITE LAYOUT PLAN



MANLEY DESIGN
LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING
1101 W. 10TH AVE., SUITE 100
DENVER, CO 80202
PHONE: 303.733.8200
WWW.MANLEYDESIGN.COM

Manley Design, LLC
1101 W. 10TH AVE., SUITE 100
DENVER, CO 80202
PHONE: 303.733.8200
WWW.MANLEYDESIGN.COM

UF/IFAS
Demonstration
Garden

Alachua County FL

for
Alachua County
Facilities Management



Date: 2023.11.08
Project: 230303.03.007
Manley
Approval of the document and the drawings is hereby given by the undersigned, in accordance with the provisions of the Florida Statutes, Chapter 403, Part 1, Section 403.07, F.S., and the provisions of the Florida Statutes, Chapter 403, Part 1, Section 403.08, F.S.

Project: 23031
Location: CONSTRUCTION
Revision: 28 NOV 2023

AS SHOWN

IRRIGATION
DETAILS &
TECHNICAL
SPECIFICATIONS

L-103

INSPECTIONS

THE FOLLOWING INSPECTIONS ARE REQUIRED. NOTIFY OWNER OR OWNER'S REPRESENTATIVE THAT YOU WILL BE ON SITE FOR EACH INSPECTION AS INDICATED BELOW.
INSPECTION OF LAYOUT, CONSTRUCTION, MATERIALS, INSTALLATION, AND TESTING OF ALL VALVES AND PIPING TO BE COMPLETED NOT LATER THAN 48 HOURS IN ADVANCE.
SPRINKLER COVERAGE TEST - NOTIFY 48 HOURS IN ADVANCE.
FINAL INSPECTION - NOTIFY 48 HOURS IN ADVANCE.

WARRANTY

THE CONTRACTOR SHALL GUARANTEE TO THE OWNER OR OWNER'S REPRESENTATIVE THE WORKMANSHIP AND MATERIALS OF THE SYSTEM FOR THE PERIOD OF ONE YEAR OR ONE YEAR ON ALL SPRINKLER VALVES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE MATERIALS OR WORKMANSHIP.

CONTRACTOR'S OBLIGATIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM.

TESTING

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INSTALLATION

INSTALLATION SHALL BE COMPLETED IMMEDIATELY UPON RECEIPT OF ALL MATERIALS AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF THE SYSTEM.

GENERAL NOTES

VERIFY ALL ELECTRICAL VALVES ARE IN THE OPEN POSITION BEFORE COMMENCING ANY WORK. VERIFY ALL ELECTRICAL VALVES ARE IN THE OPEN POSITION BEFORE COMMENCING ANY WORK.

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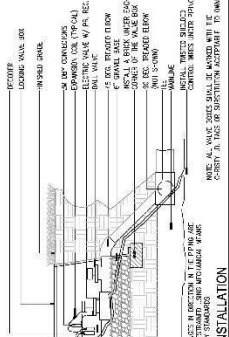
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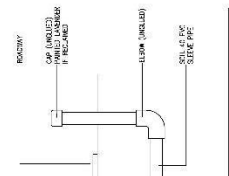
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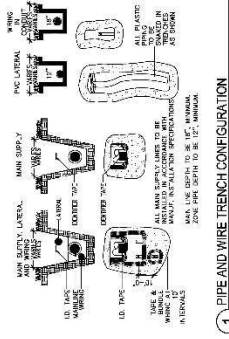
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3. ZONE VALVE INSTALLATION
SCALE: 1/2" = 1'-0"



2. SLEEVE DETAIL
SCALE: 1/2" = 1'-0"



1. PIPE AND WIRE TRENCH CONFIGURATION
SCALE: 1/2" = 1'-0"

ELECTRIC VALVES

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GENERAL

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EXECUTION

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PART 1 - GENERAL

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PART 2 - MATERIALS

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PART 3 - EXECUTION

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PART 4 - GENERAL

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PART 5 - GENERAL

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PART 6 - GENERAL

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PART 7 - GENERAL

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PART 8 - GENERAL

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PART 9 - GENERAL

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PART 10 - GENERAL

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Certificate Of Completion

Envelope Id: 83504DE7440742E38A05DDAAC394ED84	Status: Completed
Subject: Please DocuSign: Agreement #14064 with Alachua County - Demo. Gardens at the UF/IFAS Ext. Office	
Source Envelope:	
Document Pages: 67	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

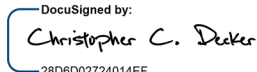
Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
2/16/2024 1:26:28 PM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Christopher C. Decker
 chris@deckercm.com
 Managing Member
 J. E. Decker Construction Group, LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 28D6D02724014EF...
 Signature Adoption: Pre-selected Style
 Using IP Address: 75.104.68.92
 Signed using mobile

Timestamp

Sent: 2/16/2024 1:45:57 PM
 Resent: 2/21/2024 9:18:45 AM
 Viewed: 2/21/2024 9:39:29 AM
 Signed: 2/21/2024 9:51:27 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/19/2024 4:55:34 PM
 ID: e1416b81-23c9-44aa-b1bb-40b78ffd71f6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lori Brooks
 lorib@jedeckerconstruction.com
 J.E. Decker Construction Group, LLC.
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 6/8/2022 4:20:20 PM
 ID: 6f46596b-1644-457d-ac28-e1cc1b6dc87b

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Sent: 2/21/2024 9:51:30 AM
 Viewed: 2/21/2024 9:52:29 AM

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

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Sent: 2/21/2024 9:51:31 AM

Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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Barbara Fair
bafair@alachuacounty.us
Security Level: Email, Account Authentication (None)

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Viewed: 2/21/2024 11:20:09 AM

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Carolyn Miller
crmiller@alachuacounty.us
Procurement Specialist
Procurement
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/21/2024 9:18:38 AM
Envelope Updated	Security Checked	2/21/2024 9:18:38 AM
Certified Delivered	Security Checked	2/21/2024 9:39:29 AM
Signing Complete	Security Checked	2/21/2024 9:51:27 AM
Completed	Security Checked	2/21/2024 9:51:33 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Alachua County:

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

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

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

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

To request paper copies from Alachua County

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

To withdraw your consent with Alachua County

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

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