

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
DEL SOL ELECTRIC, LLC FOR ON-CALL ELECTRICAL SERVICES,
NO. 14598**

This Agreement (referred as an “Addendum” or “Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Del Sol Electric, LLC., a Florida Limited Liability Company authorized to do business in the State of Florida (“Contractor” or “Vendor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County desires to contract with a vendor to provide electric services, as-needed and on-call for Alachua County facilities and buildings; and

WHEREAS, the Alachua County Procurement Code defines ‘piggyback’ as a form of intergovernmental cooperative purchasing where an entity extends the pricing and terms of a contract entered into by another entity, with some negotiation to terms not altering the scope; and

WHEREAS, pursuant to Section 22.3-302(12) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract with federal, state or municipal or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the Contractor currently provides Electrical Contractor services to the University of Florida following a competitive procurement process completed by the University (Invitation to Bid, FY24-ITB-010), a copy of which incorporated herein and attached hereto as **Exhibit 1** (the “UF Agreement”); and

WHEREAS, such solicitation, and resulting UF Agreement, allows for purchases to be made by other governmental agencies within the State of Florida, provided purchases as governed by the same terms and conditions as the solicitation; and

WHEREAS, the Contractor is willing and agrees to provide mechanical services to the County, and agrees to extend to the County the same pricing, terms and conditions of the UF Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the UF Agreement, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt of which is acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are correct and are incorporated into this Addendum Agreement.
2. **Scope of Services.** Pursuant to this Agreement, the Contractor agrees to provide the County with all materials, supplies, equipment, supervision, and labor necessary for Electrical Contractor services for Alachua County facilities and buildings, on an as-needed basis by the County (“Services”). These Services include, but are not limited to, new construction, renovation, remodeling, consultation, troubleshooting, installation, replacement, modification, upgrade, alteration, fabrication, extension, maintenance and repair of any interior or exterior electrical system equipment, and components thereof. As part of the services, the Contractor shall have the ability to accurately analyze and troubleshoot electrical systems using current diagnostic equipment. Overall Services are those commonly encountered in the electrical trade, and other electrical related services referenced in the UF Agreement, attached hereto as **Exhibit 1** (FY24-ITB-010).

The Parties agree to be bound by the Terms and Conditions and Pricing of the UF Agreement, attached hereto, except as modified in this Paragraph 4 of this Addendum below. In the event of conflict between the provisions in Paragraph 4 below and the terms and conditions of the UF Agreement, the provisions of this Addendum Agreement will prevail. Failure to physically attach in Exhibit 1 the UF Agreement or its attachments, general terms, and appendixes, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached. In the event of conflict, the documents related to the Services will be read in the following order of precedence: (a) this Addendum Agreement, (b) the UF Agreement, (c) any Work Order(s) issued by the County.

3. **Term**. This Agreement is effective upon execution by both Parties (“effective date”) and continues through the term of the UF Agreement, as may be renewed. No amendment of this Agreement shall exceed the term of the UF Agreement and its renewal periods.
4. **Addendum**. The Parties agree to be bound by the terms and conditions of the UF Agreement, with respect to the County’s purchase of or request for Services from the Contractor during the term of this Addendum, except for as modified or added below:
 - A. **References**. For the purposes of this Agreement, references in the UF Agreement to the “Owner” or “University of Florida” or “University” or “UF” any of its divisions, departments, agencies or employees will be read to reference to Alachua County Florida or its divisions, departments, offices, or employees. References in the UF Agreement to the “Builder” or “Professional” will, unless stated otherwise, apply to the “Contractor”. References in or attachments to the UF Agreement regarding the provisions of Security, Signage, Waste Reporting, and UF Building Permits in Non-Technical Specifications Division 1 in the UF Agreement, are not applicable to this Agreement for Services between the Contractor and the County.
 - B. **Authorization for Services**. In regards to the project order system provided in the UF Agreement, the County and Contractor agree the order of events for Services by the Contractor for the County will follow the authorizations and sequences below:
 - 1) When needed, the requesting County’s project manager will request all Contractors on-call with the County to provide the County’s Facilities Management with a timeframe and a written quote for the personnel, equipment, and materials needed for the Services for the individual identified project. If the County finds necessary, the County may schedule a pre-construction or site visit for the on-call contractors. Authorization for performance of the Services by the Contractor for the identified project will occur when the County issues a Work Order to Contractor and it is executed by County and signed by Contractor. Each Work Order will state a project name, state the dates for commencement and completion of the Services, and state the quote based upon the pricing of this Agreement for the specific Services. A sample Work Order and Amendment to Work Order are attached as **Exhibit 2** and **Exhibit 2A**. If the scope of the Services requires or if directed by the County, the project will be bonded, and the Contractor shall furnish payment and performance bond(s) on forms acceptable to the County and in compliance with Florida law covering the full and faithful performance of the project and obligations arising thereunder.
 - 2) The County Manager or his/her designee is authorized to initiate and sign Work Orders and Amendments to Work Order on behalf of the County in an amount up to \$200,000.00. A Work Order greater than \$200,000 shall be presented to the Board of County Commissioners for approval.
 - 3) The total of the Work Orders and Amendments to Work Orders shall not exceed an annual amount not to exceed \$1,000,000.00
 - 4) When directed by the County’s project manager, the Contractor, its personnel, subcontractors or representatives will comply with background checks, trainings, dress codes, identification

requirements, or other measures required by the County or the Sherriff in order to have access to some secure areas of County facilities.

- 5) When the Services rendered for the County have been furnished and completed, the County will make a final inspection. Substantial Completion of the Services for the individual project, will same as those in the UF Agreement's general terms and conditions. All items that are identified and require correction, are the obligations of the Contractor.
- 6) The County makes no covenant or promise as to the amount or number of Services or projects to be requested of Contractor under this Addendum, or that Contractor will perform any Services or projects for the County during the term of this Addendum. The Parties acknowledge that there is nothing in this Addendum that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services on its own.

C. Pricing and Invoicing Procedures.

- 1) Pricing for the Services timely and completed by the Contractor for the County will be a sum based on the prices listed in the UF Agreement, a copy of which is attached hereto as **Exhibit 3** and incorporated herein.
- 2) As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Services properly rendered and expenses due during the preceding 30 days, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, 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. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the address listed in the notice section below. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 3) The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Services to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- 4) The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in

accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.

- 5) 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:

Del Sol Electric
4460 SW 35TH TERRACE
SUITE 306
GAINESVILLE, FL 32608
DELSOLELECTRICAL@GMAIL.COM

D. Insurance: During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit “4”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A”**.

E. County Property: Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally (1) of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility, and (2) if an employee or agent of the Contractor suffers injury or damage to its/his/her person or property while on Alachua County’s property, whether owned or leased.

F. BONDS:

- 1) At least ten (10) days PRIOR to furnishing any labor, services or material in connection with a Work Order that equals or exceeds \$100,000, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 6 & 7**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.
- 2) In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County’s obligation to make any payments to Contractor.

G. Indemnification: **THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS ADDENDUM AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR’S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys’ fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

H. Public Records: In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

- 1) Keep and maintain public records required by the County to perform the Services.
- 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.
- 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.
- 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) 384-3132 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

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.

The County and the Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains proprietary, exempt, confidential, personal, 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.

I. Human Trafficking Affidavit of No Coercion for Labor or Services.

- 1) Section 787.06(13), Florida Statutes, requires any governmental entity, ., when executing, renewing, or extending a contract, to obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.
- 2) The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Amendment as **Exhibit "5"**.

J. Amendment and Assignment. This Agreement may not be modified or amended without the written agreement by the County and the Contractor. This Agreement shall not be assigned without the written consent of the County.

K. Notice. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:
DEL SOL ELECTRIC, LLC
4460 SW 35th TERRACE
Ste. 306
GAINESVILLE, FL 32608

To County:
Facilities Management
915 SE 5th Street
Gainesville, Florida, 32601
(352) 374-5286
FacFiscal@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by Contractor, through its duly authorized representative.

Contractor

Signed by: Wickus Diedericks
By: WICKUS DIEDERICKS
Print: WICKUS DIEDERICKS
Title: Project Manager (co-owner)
Date: 3/14/2025

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

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1 – UF Agreement

{ Copy attached and incorporated herein FY24-ITB-010 UF Agreement with Del Sol Electrical LLC for Electrical Services }

Exhibit 2: Work Order (Sample)

WORK ORDER, NOTICE TO PROCEED

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR: _____

CONTRACTOR'S ADDRESS: _____

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, set out in the certain Agreement of _____ between the County and the Contractor 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 services
- special conditions
- _____

The Contractor shall provide said services pursuant to this Work Order, 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 Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above or upon issuance of and shall substantially complete within _____ (____) calendar days of this Work Order with Final Completion occurring _____ (____) calendar days after Substantial Completion.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a fixed fee basis

(b) The Contractor shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____). In no event shall the Contractor be paid more than the Fixed Fee Amount.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

WORK ORDER NO: _____

CONTRACTOR:

Witness

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

ALACHUA COUNTY, FLORIDA:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 2A: Work Order Amendment (Sample)

AMENDMENT # _____
 NTP/Project # _____
 Date Issued: _____
 Professional: _____
 Invoicing Reference # _____
 Contract Manager: _____
 Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: _____ (_____ days after issuance of
 this Work Order)
 New Completion Date: _____ (_____ days after issuance of
 this Work Order)
 Not valid until signed by County

ALACHUA COUNTY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

Exhibit 3: Pricing Schedule

1/17/24, 2:33 PM

Items

Awarded This event is awarded. [Event Schedule](#)
[Questions & Answers for this Event](#)

Small Minor Projects - Electrical Contractors
FY24 -ITB-010

[Event Details](#)

Intent To Bid: **Yes**

Summary

Buyer Attachments ✔

Supplier Attachments ✔

Questions ✔

Items ✔

[Q & A Board](#)

[My Exports and Imports](#)

[Your Award Summary](#)

Items [Event Actions](#) | [History](#) | ?

Please provide the price per unit and an estimated delivery date. The total price will be calculated when progress is saved. Additional information can be expressed to the buyer in the comments for each item.

★ Response is Required

[Product Line Items \(7\)](#)

Go To All Groups [Expand All Fields](#) | [Collapse All Fields](#)

Group P1: Regular Time Hourly Rates (1 - 3 of 3 items)

#	Item Name, Description, Etc	Qty	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	Journeyman Electrician (Regular Time) ★	1	Hour	-	60.00	60.00	01/01/2024 <input type="text" value="mm/dd/yyyy"/>
<p>Comment: <input style="width: 90%;" type="text"/></p> <p style="text-align: right; font-size: small;">1000 characters remaining</p>							
P1.2	Apprentice Electrical Worker (Regular Time) ★	1	Hour	-	40.00	40.00	01/01/2024 <input type="text" value="mm/dd/yyyy"/>
<p>Comment: <input style="width: 90%;" type="text"/></p> <p style="text-align: right; font-size: small;">1000 characters remaining</p>							
P1.3	Electrical Trades Helper (Regular Time) ★	1	Hour	-	35.00	35.00	01/01/2024 <input type="text" value="mm/dd/yyyy"/>
<p>Comment: <input style="width: 90%;" type="text"/></p> <p style="text-align: right; font-size: small;">1000 characters remaining</p>							
Total Price (USD)					135.00		

1/17/24, 2:33 PM

Items

#	Item Name, Description, Etc	Qty	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P2.1	Journeyman Electrician (Nights/Weekends) ★	1	Hour	-	85.00	85.00	01/01/2024 <small>mm/dd/yyyy</small>
Comment:					<input type="text"/>		
					1000 characters remaining		
P2.2	Apprentice Electrical Worker (Nights/Weekends) ★	1	Hour	-	55.00	55.00	01/01/2024 <small>mm/dd/yyyy</small>
Comment:					<input type="text"/>		
					1000 characters remaining		
P2.3	Electrical Trades Helper (Nights/Weekends) ★	1	Hour	-	45.00	45.00	01/01/2024 <small>mm/dd/yyyy</small>
Comment:					<input type="text"/>		
					1000 characters remaining		
Total Price (USD)						185.00	
▼ Group P3: Materials Markup (1 - 1 of 1 items)							
#	Item Name, Description, Etc	Qty	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P3.1	Materials Markup Percentage ★	1	Percent	-	150.00	150.00	01/01/2024 <small>mm/dd/yyyy</small>
Comment:					<input type="text" value="Material Markup Will be 10%, Program do not allowed me"/>		
					924 characters remaining		
Total Price (USD)						150.00	
Total for Product Items						470.00 USD	
Total for Service Items						0.00 USD	
Grand Total for Bid						470.00 USD	

Exhibit 4: Insurance

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

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

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners MAIL, EMAIL or FAX CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Southern-Owners Insurance Company 10190
	INSURER B : Auto-Owners Insurance Company 18988
	INSURER C : RetailFirst Insurance Company 10700
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		78280216	9/7/2024	9/7/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5498709200	1/5/2025	1/5/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			4928021600	9/7/2024	9/7/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			52057707	5/11/2024	5/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as an Additional Insured for General Liability, when required in a written contract or agreement with the Insured, per the terms & conditions of the policies endorsements.

CERTIFICATE HOLDER Alachua County Board of County Commissioners 12 SE 1st St Gainesville, FL 32601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT 5: No Coercion for Labor or Services Affidavit

State of Florida, County
of Alachua

I, _____ being duly sworn, state under oath:

1. I am a duly authorized representative of _____.
2. Under penalty of perjury, I attest and affirm that _____ does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Signature

Date Signed

EXHIBIT 6: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

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

SURETY

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

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

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

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 7: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

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

SURETY

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

OWNER (OBLIGEE)

NAME: Alachua County
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

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

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____

Witnesses as to Contractor Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this day of _____, 20____, by _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____

PRINTED	NAME	SEAL AND	TITLE:
