

**AGREEMENT BETWEEN ALACHUA COUNTY & HICKS ASPHALT, PAVING &
CONCRETE, LLC FOR ANNUAL CONCRETE CONSTRUCTION & REPAIR SERVICES
NO. 14636**

This Agreement (“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 Hicks Asphalt, Paving & Concrete, LLC, a Florida limited liability corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a(n) ITB seeking qualified firms or individuals to provide removal and replacement of concrete mitered end sections, sidewalks, driveways, curb and gutter, ditch pavement, ADA ramps, etc., within Alachua County; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as a top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

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

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope of Services/Work**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform removal and replacement of concrete mitered end sections, sidewalks, driveways, curb and gutter, ditch pavement, ADA ramps, etc., within Alachua County, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties (“effective date”) and continues until September 30, 2027, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional two-year term at the same terms and conditions outlined herein.
4. **Closeout**. The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the

Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor will be familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed when a work order is issued.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Payment.**

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) annually** (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit 2** and incorporated herein.

B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service 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 following address, unless otherwise directed by the County:

Public Works
5620 NW 120th Lane
Gainesville, Florida, 32653
jflegert@alachuacounty.us

C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

Hicks Asphalt, Paving & Concrete, LLC
222 West Wade Street
Trenton, Florida 32693
kevin@hicksapc.com

- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
 - E. 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 Agreement.
 - F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** 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 "3-A"**.
9. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either by phone, email, or orally 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. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.
10. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.
11. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.
12. **Alachua County Minimum Wage.** 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 “4”**. 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:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.00 per hour without health benefits

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. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor’s recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice

of termination is received by the Contractor.

- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County’s best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

13. **Indemnification.** 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 AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY 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.

14. **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:

Hicks Asphalt, Paving & Concrete, LLC
 222 West Wade Street
 Trenton, Florida 32693
 (239) 825-0739
kevin@hicksapc.com

To County:

Public Works
 5620 NW 120th Lane
 Gainesville, Florida, 32653
 (352) 548-1218
jflegert@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

15. **Standard Clauses.**

A. **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) 264-6906 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.

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.

B. **Confidential Information.** During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential

Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor’s Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County’s misuse or modification of Contractor’s Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys’ fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County’s choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. 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. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the 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). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices or records must be made. 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 to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County’s audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. 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. Receipt via email with pdf

attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties 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(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. 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. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, 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.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

T. Human Trafficking Affidavit Of No Coercion For Labor Or Services. Section 787.06(13), Florida Statutes requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must 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. The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as **Exhibit 6**.

U. Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier. The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as **Exhibit 7**.

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

ALACHUA COUNTY, FLORIDA

By: _____

Charles 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

CONTRACTOR

Signed by:
By: Matthew Todd Gray
Print: Matthew Todd Gray
Title: Managing Member
Date: 2/28/2025

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.

Exhibit 1: Scope of Services/Work

Scope of Services

1. General Requirements

- 1.1. The work generally consists of preparing the site to accept concrete, placing, and finishing concrete, and returning the site to its original or better condition once work is completed. Work shall also include restoration and sodding of disturbed areas. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to complete concrete repair projects requested by the County.
- 1.2. All work specified shall be performed in accordance with the FDOT Standard Plans, current edition, and the FDOT Standard Specifications for Road and Bridge Construction, current edition, except as provided for in the attached document "Annual Concrete Construction & Repair Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

2. Description of Goods and Services

- 2.1. A partial list of products to be ordered are described in the ITB Pricing Form.
- 2.2. Mobilization shall be included in the unit cost of the work performed.
- 2.3. All work specified shall be performed in accordance with the FDOT Standard Plans, current edition, and the FDOT Standard Specifications for Road and Bridge Construction, current edition, except as provided for in these "Technical Specifications (attached)." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

3. Release of Lien

Prior to any payment for completed and accepted work, the Contractor shall provide an Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien on a form acceptable to the Entities.

4. Scheduling

Contractor shall provide a schedule for the work to be performed within 48 hours of issuance of a purchase order. Contractor shall provide a weekly update on work progress.

5. Traffic Control

Contractor shall provide necessary traffic control in conformance with FDOT Standard Plans (current edition), during the conduct of any work requested by the Entities under this contract.

6. Escalation Clause

The Parties agree to accommodate changes in market conditions, inflation rates, and other economic factors at the time of contract renewal. The annual price escalation percentage will be determined based on reliable economic indicators and industry trends and not exceed 3%. The purpose of this clause is to ensure fair and equitable pricing throughout the contract term. Contractor is required to provide clear information on how price adjustment request was provided to the County.

7. Additions to Contract

The County reserves the option to add or delete services and/or items within the scope of this Agreement, based on the hourly bid rate and accepting a mutually agreed upon price which must be approved by Procurement; or, by obtaining such items via the County's Procurement Procedures, as deemed in the County's best interest.

Specifications

Annual Concrete Construction & Repair

Technical Specifications
Annual Concrete Construction and Repair

Table of Contents

1.0 SPECIFICATIONS- Annual Concrete Construction and Repair Services.....	3
SECTION 110 CLEARING AND GRUBBING	3
SECTION 346 PORTLAND CEMENT CONCRETE	3
SECTION 400 CONCRETE STRUCTURES.....	3
SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES	3
SECTION 430 PIPE CULVERTS	4
SECTION 522 CONCRETE SIDEWALK AND DRIVEWAYS	4
SECTION 527 DETECTABLE WARNINGS	4
SECTION 570 PERFORMANCE TURF	4

SPECIFICATIONS

All work specified shall be performed in accordance with the FDOT Standard Plans, current edition, and the FDOT Standard Specifications for Road and Bridge Construction, current edition, except as provided for in these "Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

SECTION 110 CLEARING AND GRUBBING

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner.

This section shall include the saw-cutting of existing driveways & sidewalks and any clearing within the limits of construction.

110-2.1

This section shall include the removal and disposal of existing Portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter, etc., where specified. Contractor's line item for removal of concrete and removal of curb shall also include removal and disposal of roots that are encountered during these activities. Roots shall be removed to a distance that will allow for forms to be placed and not be interfered with.

SECTION 346 PORTLAND CEMENT CONCRETE

Mix designs may be utilized that have current approval by FDOT for use in the appropriate application for the appropriate class of concrete. Copies of the approved concrete mix design shall be provided by the Contractor and shall be approved by the County prior to use.

SECTION 400 CONCRETE STRUCTURES

400-1 Description:

This section shall include over-excavation and backfilling of materials as required by the detail noted in the plans and shall include the foundation preparation requirements per 400-011(Section 455 – D. Spread Footings for the construction of gravity walls including all dewatering requirements.

400-23 Basis of Payment:

Price and payment for all work included in this section shall be included in the unit cost of concrete for each of the various classes unless bid separately.

SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES

The rear wall portion of inlet tops Type 1, 2, 3 and 4 may be brick, however, dowels to the top slab are required. Dowels shall be double row, as close to 9 inches on center as brick structure and pattern will allow.

For Type 5 and 6 inlets, the bent bar from the inlet back, continuous into the inlet top, may be constructed as a dowel of equal length to the front bar in the inlet back wall.

All inlet throat, invert, pipe cutting, and grout work shall be completed prior to inlet top construction. Inlet top construction shall be completed prior to placement of asphalt.

425-8 Basis of Payment:

This section shall include all work and materials required to place, adjust, and connect structures to pipes

in-place as required by the plans.

SECTION 430 PIPE CULVERTS

This section includes all pipes, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the pipe and end treatments.

430-3 Type of Pipe to be Used.

The pipe shall be concrete or suitable equivalent approved by the County Engineer unless otherwise specified in the plans.

430-11.1 New Pipe Installed by Excavation or Trenching

Quantities of pipe to be paid shall be as measured, in-place and accepted. Cost of pipe shall include any additional base material required for conformance to backfill specifications.

SECTION 522 CONCRETE SIDEWALK AND DRIVEWAYS

Any and all final sidewalk in excess of a 2% cross slope, regardless of any interim phase inspection acceptance, shall be replaced at the contractor's expense. No tolerance in excess of 2% will be accepted.

All ADA ramps shall be constructed with 6" thick concrete. All 6" thick concrete (ramps, driveways, turnouts, etc.) shall require 6x6 WWM or 1.5 lb polypropylene fiber mesh per CY.

SECTION 527 DETECTABLE WARNINGS

527-2 Materials

Detectable warning surfaces outside of FDOT right-of-way shall be a cast-in place or wet set tile on the FDOT APL list in red color. No post-applied materials are acceptable. Clay or concrete red brick may be used on local roads.

527-4 Method of Measurement

Detectable warning surfaces placed in newly constructed sidewalk/curb ramps outside of FDOT right-of-way will be paid by the square foot furnished, installed and accepted.

527-5 Basis of Payment

Pay Item – Detectable Warning Surface – SF

SECTION 570 PERFORMANCE TURF

570-3.2 Seeding

The contractor shall furnish to the County Inspector, prior to placement of any seed, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the seed is free of noxious weeds, including tropical soda apple. All seed materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

570-3.3 Sod

Any portion of the existing right-of-way, including all easements, that is disturbed outside the limits of construction shall be sodded at the contractor's expense as directed by the County Inspector. The contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

570-3.4 Hydroseeding

Technical Specifications
Annual Concrete Construction and Repair

Delete this section and replace with the following:

Contractor may elect to use hydroseed in lieu of sod or seeding with approval from the County Engineer. Contractor shall be responsible to maintain erosion control on areas that are stabilized with hydroseed. The County shall not make payment for redressing of areas the contractor elects to place hydroseed due to erosion.

A. Equipment

1. Use Equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier, dye, and applying the slurry uniformly over the areas to be hydroseeded.

2. Equipment Calibration shall feature a large centrifugal slurry pump, independently controlled pump/agitator operations, twin mechanical paddle agitation, and liquid recirculation that require no calibration. The mix in the tank shall hold a certain amount of mulch, seed, soil amendments and fertilizer, which shall be designated for a certain amount of square foot.

B. Material

1. Hydroseed

a. All seed shall meet the requirements of Florida Department of Agriculture and Consumer Service and all applicable State Laws and shall be approved by the County before use. The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest.

b. All quantities of seed specified shall be for pure live seed. It is the responsibility of the Contractor to calculate and apply the actual pure live seed poundage based on the label attached to each bag of seed.

c. The wood fiber must be made of 100% hard or soft wood which does not contain reprocessed wood or paper fibers. Wood fibers should be 0.15 inches in length and a minimum of 50% of the fibers should be retained on a twenty-five-mesh screen. Shall be applied at the specified rates per acre.

d. Mix fertilizer as required into the hydroseeding slurry.

e. Ensure the dye does not contain growth or germination inhibiting chemicals.

f. All Bahia grass seed shall have a minimum pure seed content of 95% with a minimum germination of 85% and contain less than 0.5% weed and crop seed.

g. Bermuda grass seed shall be of common variety with a minimum pure seed content of 95% and a minimum germination of 85%, and Hybrid 419.

h. Annual Type Ryegrass shall have a minimum pure seed content of 95% with a minimum germination of 90% and a maximum of 150 noxious seeds per pound.

i. A minimum of 1500 pounds/acre of mulch shall be applied to any seeded area.

j. Tackifier will be required on slopes greater than 3:1.

570-9 Basis of Payment

Payment for fertilizer, seed, and mulch will be by a single pay item for "seed and mulch." Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

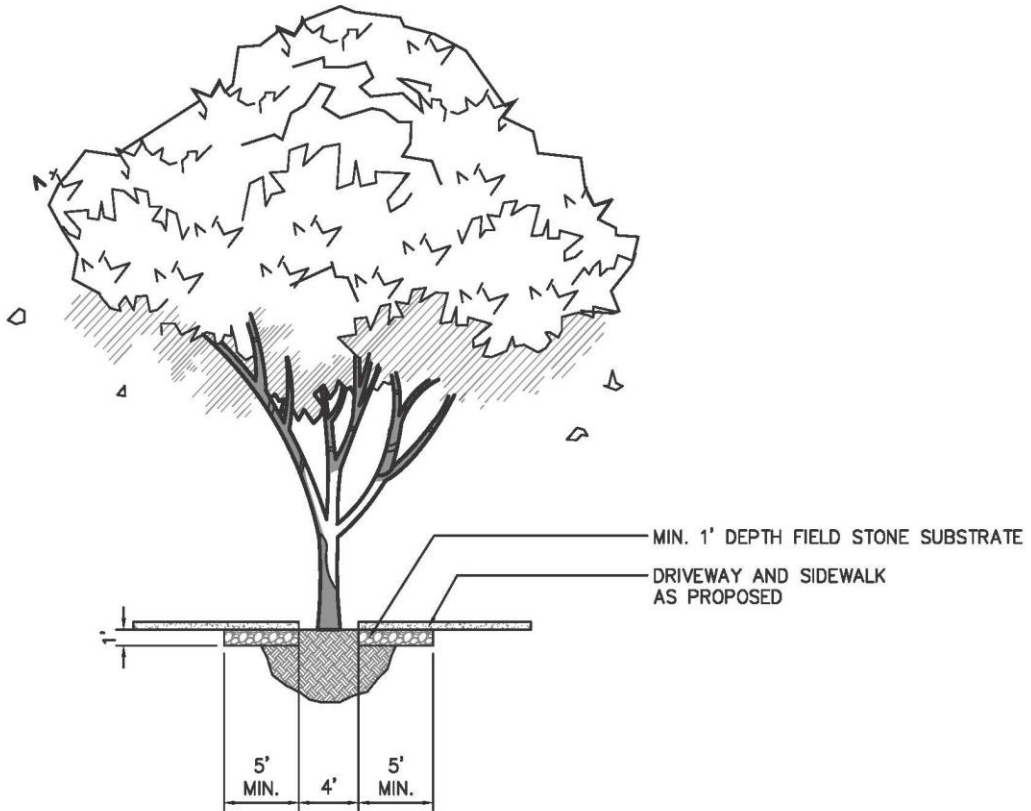


Exhibit 2: Rate Schedule



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

[HICKS ASPHALT PAVING & CONCRETE] RESPONSE DOCUMENT REPORT

ITB No. ITB 25-33-LC Rebid

Annual Concrete Construction & Repair Services

RESPONSE DEADLINE: December 11, 2024 at 2:00 pm

Report Generated: Tuesday, February 25, 2025

Hicks Asphalt Paving & Concrete Response

CONTACT INFORMATION

Company:

Hicks Asphalt Paving & Concrete

Email:

kevin@hicksapc.com

Contact:

Kevin Smith

Address:

222 West Wade Street
Trenton, FL 32693

Phone:

(239) 825-0739

Website:

N/A

Submission Date:

Dec 11, 2024 10:58 AM (Eastern Time)

[HICKS ASPHALT PAVING & CONCRETE] RESPONSE DOCUMENT REPORT
 ITB No. ITB 25-33-LC Rebid
 Annual Concrete Construction & Repair Services

PRICE TABLES

ITB PRICING FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MAINTENANCE OF TRAFFIC (102-602)	30	ED	\$350.00	\$10,500.00
2	MAINTENANCE OF TRAFFIC (102-603)	30	ED	\$750.00	\$22,500.00
3	MAINTENANCE OF TRAFFIC (102-604)	30	ED	\$1,000.00	\$30,000.00
4	MAINTENANCE OF TRAFFIC (102-613)	30	ED	\$500.00	\$15,000.00
5	MAINTENANCE OF TRAFFIC (102-615)	30	ED	\$2,500.00	\$75,000.00
6	MAINTENANCE OF TRAFFIC (102-628)	30	ED	\$1,200.00	\$36,000.00
7	MAINTENANCE OF TRAFFIC (102-660)	30	ED	\$300.00	\$9,000.00
8	MAINTENANCE OF TRAFFIC (102-661)	1,000	ED	\$500.00	\$500,000.00
9	CLEARING AND GRUBBING	1,000	SY	\$27.00	\$27,000.00
10	EROSION AND SEDIMENTATION CONTROL	500	LF	\$6.50	\$3,250.00
11	REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT	500	SY	\$31.50	\$15,750.00
12	CONCRETE CURB, TYPE A	500	LF	\$28.00	\$14,000.00
13	CONCRETE CURB, TYPE B	500	LF	\$16.00	\$8,000.00
14	CONCRETE CURB, TYPE D	500	LF	\$14.00	\$7,000.00
15	CONCRETE CURB, TYPE E	500	LF	\$31.00	\$15,500.00

[HICKS ASPHALT PAVING & CONCRETE] RESPONSE DOCUMENT REPORT
 Invitation To Bid - Annual Concrete Construction & Repair Services
 Page 2

[HICKS ASPHALT PAVING & CONCRETE] RESPONSE DOCUMENT REPORT
 ITB No. ITB 25-33-LC Rebid
 Annual Concrete Construction & Repair Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	CONCRETE CURB, TYPE F	1,500	LF	\$30.00	\$45,000.00
17	SD MES 15-30 INCHES	10	EA	\$1,500.00	\$15,000.00
18	SD MES 30- 48 INCHES	10	EA	\$1,750.00	\$17,500.00
19	SD MES 54- 72 INCHES	10	EA	\$1,900.00	\$19,000.00
20	CD MES 15-40 INCHES	10	EA	\$1,800.00	\$18,000.00
21	CD MES 30- 48 INCHES	10	EA	\$1,900.00	\$19,000.00
22	CD MES 54- 72 INCHES	10	EA	\$2,100.00	\$21,000.00
23	CURB INLET TOP REPAIR	100	LF	\$120.25	\$12,025.00
24	TRAFFIC SEPARATOR CONCRETE-TYPE IV, 4' WIDE	2,000	LF	\$65.00	\$130,000.00
25	TRAFFIC SEPARATOR CONCRETE-TYPE IV, 6' WIDE	2,000	LF	\$75.00	\$150,000.00
26	TRAFFIC SEPARATOR CONCRETE-TYPE IV, 8.5' WIDE	2,000	LF	\$87.25	\$174,500.00
27	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	3,000	SY	\$37.80	\$113,400.00
28	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	500	SY	\$48.33	\$24,165.00
29	CONCRETE DITCH PAVEMENT, NON REINFORCED, 6"	300	SY	\$68.50	\$20,550.00
30	CONCRETE DITCH PAVEMENT, REINFORCED, 6"	100	SY	\$75.00	\$7,500.00
31	DETECTABLE WARNINGS	400	SF	\$75.00	\$30,000.00

[HICKS ASPHALT PAVING & CONCRETE] RESPONSE DOCUMENT REPORT
 ITB No. ITB 25-33-LC Rebid
 Annual Concrete Construction & Repair Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
32	SODDING, BAHIA	1,000	SY	\$7.65	\$7,650.00
33	TREE BARRIER	1,500	SY	\$25.00	\$37,500.00
TOTAL					\$1,650,290.00

Exhibit 3: Insurance Requirements

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

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Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2025

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 Nature Coast Insurance, Inc P.O. Box 1520 Chiefland FL 32644		CONTACT NAME: Kristi Coulter PHONE (A/C, No, Ext): (352) 493-2565 FAX (A/C, No): (352) 493-0402 E-MAIL ADDRESS: kristi@naturecoastinsurance.com	
INSURED Hicks Asphalt Paving & Concrete 222 W Wade St Trenton FL 32693-4149		INSURER(S) AFFORDING COVERAGE INSURER A : Southern Owners Insurance NAIC # 10190 INSURER B : Auto-Owners Insurance Company NAIC # 18988 INSURER C : Builders Mutual Insurance Company NAIC # 10844 INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL247934833 **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	<input checked="" type="checkbox"/> 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:		Y	78594479	07/07/2024	07/07/2025	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 - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		Y	5459447900	07/07/2024	07/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5459447901	07/07/2024	07/07/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A WCP 1092450 01	07/07/2024	07/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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)
 Asphalt/Paving/Concrete Contractor
 The Alachua County Board of County Commissioners, its officials, employees and volunteers are additional insured on the above general liability policy when required in written agreement with respect to blanket endorsement form number 55373 which included products and completed operations as well as primary and non contributory coverage. The Alachua County Board of County Commissioners, its officials, employees and volunteers are additional insured on the above commercial auto policy with respect to blanket endorsement form number 58503.

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 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Concrete Construction & Repair Services

Contract No. 14636

ITB No. 25-33-LC Rebid

The undersigned, who is authorized on behalf of the Contractor, 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 the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Hicks Asphalt, Paving & Concrete, LLC
222 West Wade Street
Trenton, Florida 32693
(239) 825-0739
kevin@hicksapc.com

CONTRACTOR

Signed by:
By: Matthew Todd Gray
D14BA100F7BD44E...
Print: Matthew Todd Gray
Title: Managing Member
Date: 2/28/2025

Exhibit 5: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14636 – Annual Concrete Construction & Repair Services

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)	[REDACTED]	[REDACTED]	[REDACTED]
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)	[REDACTED]	[REDACTED]	[REDACTED]
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date

Exhibit 6: No Coercion for Labor or Services Affidavit

State of Florida,

County of Alachua

I, Matthew Todd Gray being duly sworn, state under oath:

1. I am a duly authorized representative of Hicks Asphalt Paving & Concrete, LLC.
2. Under penalty of perjury, I attest and affirm that Hicks Asphalt Paving & Concrete, LLC 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.

Signed by:
Matthew Todd Gray
D14BA109F7BB44E...

Signature

2/28/2025

Date Signed

Exhibit 7: Foreign Countries of Concern Affidavit

State of Florida

County of Alachua

I, Matthew Todd Gray being duly sworn, state under oath:

1. I am a duly authorized representative of Hicks Asphalt Paving & Concrete, LLC.
2. Under penalty of perjury, I attest and affirm that Hicks Asphalt Paving & Concrete, LLC
 - 2.1. Is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes. (People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic)
 - 2.2. The government of a foreign country of concern does not have a controlling interest in Hicks Asphalt Paving & Concrete, LLC.
 - 2.3. Hicks Asphalt Paving & Concrete, LLC is not organized under the laws of or has its principal place of business in a foreign country of concern.

Signed by: Matthew Todd Gray
D14BA100F78B44E...

Signature

2/28/2025

Date Signed

Certificate Of Completion

Envelope Id: F1DF2655-8EF2-49A4-AC30-94AF1DE04271 Status: Completed
 Subject: Complete with Docusign: #14636 - Annual Concrete Construction & Repair Services with Alachua County
 Source Envelope:
 Document Pages: 30 Signatures: 5 Envelope Originator:
 Certificate Pages: 5 Initials: 1 Michelle Guidry
 AutoNav: Enabled mguidry@alachuacounty.us
 Envelopeld Stamping: Enabled IP Address: 149.19.43.13
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Michelle Guidry Location: DocuSign
 2/28/2025 9:54:29 AM mguidry@alachuacounty.us
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Alachua County Location: Docusign

Signer Events

Matthew Todd Gray
 Todd@hicksapc.com
 Managing Member
 Hicks Asphalt Paving & Concrete,llc
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

D14BA109F7BB44E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 12.18.24.106

Timestamp

Sent: 2/28/2025 10:03:26 AM
 Viewed: 2/28/2025 10:48:24 AM
 Signed: 2/28/2025 10:57:24 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/28/2025 10:48:24 AM
 ID: 49b20c8a-cdcc-4dd8-baf9-c61e44e4a3a7

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kevin Smith
 kevin@hicksapc.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/28/2025 10:57:26 AM
 Viewed: 2/28/2025 11:01:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

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: 2/28/2025 10:57:27 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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/28/2025 10:57:28 AM
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Carolyn Miller crmiller@alachuacounty.us Procurement Specialist Procurement Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/28/2025 10:57:28 AM
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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 Sent	Hashed/Encrypted	2/28/2025 10:03:26 AM
Certified Delivered	Security Checked	2/28/2025 10:48:24 AM
Signing Complete	Security Checked	2/28/2025 10:57:24 AM
Completed	Security Checked	2/28/2025 10:57:28 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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