



**ALACHUA COUNTY
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 25-534-LC**

**PROJECT NO. 6194106
AGREEMENT NO. 14602
POE SPRINGS RESTROOM BUILDING REPLACEMENT**

JOSEPH HOFFMAN CONSTRUCTION LLC DBA JH CONSTRUCTION, LLC

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between Joseph Hoffman Construction LLC DBA JH Construction, LLC, a Florida limited liability corporation, whose principal address is 15831 NW 50th Avenue, Trenton, FL 32693 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the County issued Bid No. 25-534-LC seeking the bids from contractors includes, but is not limited to, providing full-time and competent supervision, skilled and experienced labor, materials, tools, and equipment necessary to complete, in an acceptable and timely manner, the improvements described in the plans & specifications ("Project"); and

WHEREAS, after evaluating and considering all timely responses to Bid No. 25-534-LC the County identified Contractor as the lowest priced, responsive, and/or responsible bidder; and

WHEREAS, the County desires to contract with Contractor to perform the Work described in Bid No. 25-534-LC and Contractor desires to perform the Work to or for the County in accordance with the terms and conditions set forth herein; and

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

1. THE WORK:

Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the General Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 1**, the Scope of Work, attached hereto and incorporated by reference as **Exhibit 2**, and **Exhibit 14: Construction Drawings of Poe Springs Restroom Building Replacement for Alachua County Parks & Open Space**, Civil Plans dated January 2025 and *Poe Springs Restrooms*, Foundation Plans by GSE Engineering, dated 10/6/2023, for *Invitation to Bid No. 25-534-LC, Project No: 6194106, "Poe Springs Restroom Building Replacement"* attached hereto and incorporated by reference (collectively the documents referenced and attached as Exhibit 1, 2, and 14 are hereinafter referred to as the "Contract Documents"); and all incidental and necessary work and services thereto (collectively, the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 4**.

2. TERM OF AGREEMENT:

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

3. 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**.

4. COMPENSATION AND PAYMENT:

- 4.1. For completion of all Work in accordance with this Agreement, Contractor shall be paid the sum of Three Hundred Eighty Thousand, One Hundred Twenty Dollars and Zero Cents (\$380,120.00) (the "Contract Amount"), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 3** attached hereto and incorporated herein.
- 4.2. The County shall establish a contingency fund in an amount that SHALL NOT EXCEED Nineteen Thousand, Six Dollars and Zero Cents (\$19,006.00) (hereinafter, the "Contingency").
- 4.3. Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Contract Documents. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County's express written authorization to proceed prior to commencing that portion of the Work.
- 4.4. Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractor's Work compensated within the Contract Amount and not chargeable against the Contingency. The County reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Amount. Contractor has no entitlement to any portion of any unused Contingency.
- 4.5. As a condition precedent for any payment, Contractor shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such Work were rendered pursuant to a fee and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a representative of the Contractor, which signature shall constitute Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld. Submission of Contractor's invoice for final payment shall further constitute Contractor's representation to the County that, upon receipt by Contractor of the amount invoiced, all obligations of Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. Contractor shall submit invoices to the County at the following address:
 Alachua County Parks & Open Space Director
 210 SE 134th Street
 Micanopy, FL 32667
ewilliams@alachuacounty.us
- 4.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:
 Joseph Hoffman Construction LLC DBA JH Construction, LLC 15831 NW 50th Avenue
 Trenton, FL 32693
joe.jhconstruction@gmail.com
- 4.7. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse Contractor for any expenses incurred by Contractor to perform the Work.

5. ALACHUA COUNTY MINIMUM WAGE

5.1. If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit 11**. 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 necessity 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
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5.2. If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. 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.

6. PROGRESS PAYMENTS AND RETAINAGE:

6.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Contract Documents.

6.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to Contractor pursuant to Section 6.3.

6.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Contractor and County will develop a list (the “List”) of items required to achieve final completion of the Work. The List shall include the estimated cost of completion of each item on the List. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Within twenty (20) business days after the list is created, the County shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the County less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the List, Contractor may apply for Final Payment for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to one hundred and fifty percent (150%) of the total cost to complete

such items until Contractor has rendered complete, satisfactory and acceptable to the County such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of Contractor. This section is intended to comply with the provisions of Section 218.735, Florida Statutes; in the event of any conflict, Florida law will prevail over this section.

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

7. ASBESTOS FREE MATERIALS:

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

8. LIQUIDATED DAMAGES:

- 8.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin with the date provided in the NTP to Contractor by the County. Contract Time for Substantial Completion is One Hundred Twenty (120) Working Days, as defined in **Exhibit 1: General Terms and Conditions**, from the begin date listed in the NTP. Contract Time for Final Completion is 30 working days from the date the County delivers the final List to the Contractor as provided in section 6.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 8.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve Substantial Completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every working day after the date fixed for Substantial Completion the Work.
- 8.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not finally completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve final completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of One Hundred Fifty Dollars and Zero Cents (\$150.00) per day for each and every working day after the date fixed for such completion for the Work.

9. RELEASE OF CLAIMS:

It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, Contractor shall furnish to the County Contractor's Final Payment Affidavit in the form provided in **Exhibit 9**, attached hereto. Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit 10**, attached hereto, or on a form acceptable to the County.

10. GOVERNING ORDER OF DOCUMENTS:

In cases of discrepancy, the governing order of the documents is as follows:

- 10.1. Amendments and Change Orders;
- 10.2. This Agreement;
- 10.3. General Terms and Conditions from Bid No. 25-534-LC (**Exhibit 1**);
- 10.4. Scope of Service/Technical Specifications from Bid No. 25-534-LC (**Exhibit 2**);
- 10.5. *Construction Drawings of Poe Springs Restroom Building Replacement for Alachua County Parks & Open Space*, Civil Plans dated January 2025 and *Poe Springs Restrooms*, Foundation Plans by GSE Engineering, dated 10/6/2023, for Invitation to Bid No. 25-534-LC (**Exhibit 14**);
- 10.6. Notice to Proceed;
- 10.7. Vendor's Bid Submittal

11. INDEMNIFICATION

- 11.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of Contractor's indemnification obligation shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00) or the awarded amount of this Agreement (whichever is larger), Contractor agrees to indemnify and hold harmless the County, and its officers, commissioners and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and other persons employed or utilized by Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by Contractor, its subcontractors, employees, agents, servants or assigns.
- 11.2. Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 11.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 11.4. In any and all claims against the County or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 11.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

12. PUBLIC RECORDS:

- 12.1. In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
 - 12.1.1. Keep and maintain public records required by the County to perform the Services.
 - 12.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
 - 12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
 - 12.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to

perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

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

13. AUDITING RIGHTS AND INFORMATION:

- 13.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- 13.2. If at any time, County conducts such an audit of Contractor's records and documentation and finds that Contractor overcharged County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Contractor with regard to the Project or under any other agreement between Contractor and County. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor

hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

14. INSURANCE:

Throughout the term of this Project, Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 8**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8-A**.

15. PERMITS:

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

16. BONDS:

- 16.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 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.
- 16.2. 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.

17. SEVERABILITY AND AMBIGUITY:

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

18. AMENDMENT:

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

and executed amendment.

19. INDEPENDENT CONTRACTOR:

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

20. OPTIONAL PARTICIPATION OF CONSULTANT:

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

21. CHOICE OF LAW:

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

22. LAWS AND REGULATIONS:

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

23. COMPLETE AGREEMENT:

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

24. NON-WAIVER:

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

25. SUCCESSORS AND ASSIGNS:

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

26. NO THIRD-PARTY BENEFICIARIES:

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

27. 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.

28. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS:

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

29. TERMINATION FOR DEFAULT:

- 29.1. Contractor shall be considered in material default of this Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Article, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by County or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of this Agreement.
- 29.2. If County determines that Contractor is in default under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that County may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose. If default is solely a result of Contractor's failure to construct in accordance with the Master Project Schedule, then twenty-one (21) calendar days shall be allowed to cure the default. In making either the initial determination that Contractor is in default under this Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, County may rely solely upon the Design Professional's certification to County that in the Design Professional's opinion the Contractor is in default or has failed to satisfactorily cure its default. The Library Director has authority to terminate this Agreement.
- 29.3. If County deems any of the foregoing remedies necessary, Contractor shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the unpaid balance of the Contract Amount/GMP, and if such expenditures exceed the unpaid balance of the Contract Amount/GMP, Contractor shall pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and

interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount/GMP exceeds all such costs, expenditures and damages incurred by County to complete the Work, Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Contractor's Fee earned and the Cost of Work incurred prior to Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to County by Contractor pursuant to this provision shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

- 29.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event County has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from County in accordance with County's then current debarment policy.
- 29.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for County's convenience and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under Section 30 below.

30. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION:

- 30.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount/GMP earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred but 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 profit on portions of the Work not performed.
- 30.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended and later recommenced, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

31. WORKPLACE VIOLENCE: Employees of Contractor are prohibited from committing any act of Workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

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

32. BACKGROUND CHECKS: Due to the scope of work/services involving contractor and/or subcontractor personnel working in proximity to minors, the Contractor hereby confirms that any personnel employed by the Contractor and the Contractor's subcontractor who will complete work at an Alachua County Park for the project or service described in this solicitation must have successfully completed a criminal level 2 background check, completed by the Contractor at no additional cost to

the County. A criminal background check is search of federal, state or local government files to determine if the person has current or past criminal history of a conviction of a crime that poses a threat to vulnerable individuals like children or the aged. The County may request and review any associated records with or without cause, and to require replacement of any Contractor, Contractor employee and subcontractor found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award.

- 33. DUTIES AND OBLIGATIONS:** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 14602) and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.
- 34. POLLUTION ABATEMENT:** Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. It shall take necessary measures to minimize soil erosion.
- 35. INJURY OR DAMAGE TO PEOPLE OR PROPERTY:** Should the County or Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of Contractor's employees or agents or others for whose acts Contractor is legally liable, claim shall be made in writing to the County within a reasonable time of the first observance of such injury or damage.
- 36. HEALTH CONSIDERATIONS:** Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. Contractor shall commit no public nuisance.
- 37. ELECTRONIC SIGNATURES:** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 38. E-VERIFY:** Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security's E-Verify System to verify the work authorization status of all new employees hired by the Contractor during the term of this Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize such 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>. Failure to comply with this section is grounds for termination and Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is

liable for any additional costs incurred by the County as a result of termination of this Agreement.

39. HUMAN TRAFFICKING AFFIDAVIT OF NO COERCION FOR LABOR OR SERVICES:

- 39.1. 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.
- 39.2. 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 12**.

40. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:

- 40.1. 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:
 - 40.1.1. The entity is owned by the government of a foreign country of concern;
 - 40.1.2. The government of a foreign country of concern has a controlling interest in the entity;
or
 - 40.1.3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- 40.2. 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.
- 40.3. The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as **Exhibit 13**.

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

ALACHUA COUNTY, FLORIDA

By: _____

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: Joseph Hoffman
55E7B3ED5DFA411

Print: Joseph Hoffman

Title: Owner

Date: 4/22/2025

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

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

1. PRICING:

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

2. HOURS OF WORK:

- 2.1. Standard hours of the Work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will Contractor perform any Work at any time or access the site of the Work without specific written (by memorandum or email) of the County's representative.
- 2.2. Non-standard hours are hours required by the County to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.
- 2.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
- 2.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth Day
 - 4th of July
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the day after Thanksgiving
 - Christmas Day and one additional day as designated by County Manager

3. WORK AUTHORIZATION:

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

4. SCHEDULING OF WORK:

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

designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.

- 4.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 4.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement.

5. CONTRACTOR'S RESPONSIBILITIES:

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

6. DESIGN:

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

7. ALACHUA COUNTY-FURNISHED UTILITIES:

- 7.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and are available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 7.2. Water:
 - 7.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of Work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.
 - 7.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Work. All Work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense

of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

7.3. Electricity:

7.3.1. The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity is necessary for the performance of Work under this Agreement. It is the responsibility of Contractor to determine the extent to which existing County electrical facilities are adequate for the needs of this Agreement.

7.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of County.

8. DIRECT PURCHASE OF MATERIALS:

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

9. PROCEDURES:

9.1. Pre-Construction Conference: After award of the Agreement and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.

9.2. The Work of this Agreement shall be determined by the Scope of Work (**Exhibit 2**). Contractor shall perform its construction Work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. Contractor shall also be responsible for site safety as well as site preparation and cleanup.

9.3. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

9.4. Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

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EXHIBIT 2: SCOPE OF WORK/ TECHNICAL SPECIFICATIONS

Scope of Work

1. Overview

Work includes demolition of an existing wood frame, slab on grade, dry hole restroom building approximately 730SF in size; removal of trees, clearing, and grubbing as specified; installing driven timber piles and concrete foundation to support a new prefabricated, concrete, dry hole restroom building by others; a small amount of concrete flatwork; and building a wooden boardwalk also on driven timber piles that connects and provides access to the new restrooms with finish floor approximately three (3) feet above existing grade and above the 100 year floodplain.

2. Erosion Control, Tree Protection, and Public Safety

- a. Prior to soil disturbing activities the contractor shall locate all utilities and install the temporary erosion and sedimentation control measures and tree protection barricades as shown in the plans & specifications and obtain approval to proceed from the appropriate regulatory agencies.
- b. In addition, contractor shall provide six (6) foot tall chain link safety fencing around construction site for the duration of the project to dissuade entry by, and potential injury to, the public.

3. Prefabricated Restroom Building

- a. Note: Installation of the new prefabricated, concrete, dry hole restroom building is already under contract with another vendor. Sitework in this area should be prioritized such that the building installer can commence work as soon as possible and, from that point forward, the work of both contractors can proceed concurrently and in full cooperation with one another.
- b. GC will be responsible for location and elevation of the new building. Building installer will be responsible for delivery, erection, and finishing of the new building.

4. Owner Provided Materials

The following is a list of pressure treated lumber leftover from a previous project that has been stored onsite.

Size (in)	Length (ft)	Quantity
2x4	16	18
2x6	16	440
2x8	16	72
2x10	16	25
4x4	16	36
6x6	12	89



Gainesville (HQ)
St. Augustine
Tallahassee

(844) Go-JBPro
contact@jbpro.com
3530 NW 43rd Street
Gainesville, FL 32606

Poe Springs Restroom Addition

Technical Specifications

PAVING, GRADING AND DRAINAGE SPECIFICATIONS

1. All paving and drainage construction, including materials, construction techniques, and technical standards, shall be in accordance with the 2019 FDOT standard specifications for road and bridge construction and the FDOT FY 2019-20 standard plans for road construction.
2. All areas of new construction shall be cleared and grubbed. Suitable topsoil remaining onsite may be stockpiled for fine grading in landscaped areas. The contractor shall furnish all fill required and dispose of all excess or unsuitable material offsite in accordance with all regulatory requirements. Trees to remain shall be protected prior to starting construction and shall be protected throughout site construction.
3. Concrete sidewalk shall be constructed in accordance with Section 522 and shall be Class NS Concrete conforming to Section 347.
4. Existing topography information depicted is based on topographic surveys conducted August 8, 2019 provided by JBrown Professional Group Inc. And included in this drawing set. JBPro is not responsible for the accuracy of the topographic conditions depicted. The contractor shall verify all existing elevation grades and notify the engineer of any discrepancies that will affect the finish grade design for proper runoff conditions prior to construction. JBPro will assist the contractor in revising any grading discrepancies prior to construction to assure proper runoff conditions result upon completion of construction.

GENERAL CONSTRUCTION NOTES

1. Contractor shall dispose of subsoil excavated materials (unsuitable for fill) off-site to a permitted location or per an approved disposal plan and location site.
2. Contractor shall be responsible for locating all existing utilities within the work limits of all improvements. The contractor is also responsible for protecting all existing utilities during construction. In the event that a utility conflict occurs, contractor shall notify JBPro and the utility provider to coordinate remedial action.
3. All disturbed areas within the project limits shall be seeded, fertilized, and mulched unless sodding or other stabilization is otherwise specified. Sodding is required on all slopes 3:1 or steeper.





EROSION AND SEDIMENTATION CONTROL

1. The contractor shall implement all Best Management Practices (BMP's) to control erosion and sedimentation runoff from occurring offsite. Sedimentation and erosion control BMP's are provided within the "Florida Stormwater Erosion and Sedimentation Control Inspectors Manual" (October 2018).
2. During construction, no direct discharge of water to downstream receiving waters will be allowed. The contractor is responsible for maintaining water quality and shall route discharge water in such a manner to adequately remove silt prior to runoff from the site.
3. Staked silt fencing and other perimeter control measures shall be constructed where shown on the drawings prior to starting construction.
4. A regular maintenance program shall be implemented by the contractor to inspect BMP facilities. All erosion and sedimentation control structures shall be inspected at least once per week and after 1/2" or greater rainfall events.
5. Contractor shall stockpile and store materials such that stormwater flow is not impeded during construction and material erosion does not occur.
6. All erosion and sedimentation control structures shall be maintained until vegetation is fully established. Erosion control measures shall be maintained per Section 104.
7. All disturbed areas in the construction area shall be completely grassed by completion of construction. Evidence of growth must be present prior to final release.

GENERAL DEMOLITION NOTES

1. Contractor is responsible for all site demolition and material removal. In addition to the demolition shown, the contractor shall remove all miscellaneous trash, debris, fencing etc., in order to provide a clean construction site.
2. Contractor is responsible for disposing of all demolition material off site. Disposal methods and locations shall be in accordance with all applicable local, state, and federal requirements.
3. Removal of all construction debris, limerock, excess of builders sand, concrete and mortar debris, existing weeds and grasses, and all foreign materials in the planting bed and sod areas is the responsibility of the site work contractor. Soil in areas to be landscaped shall be uncompacted, suitable for root growth with appropriate amounts of organic matter, and of ph range of 5.5 - 6.5.
4. Tree barricades shall be erected, inspected & approved by the Alachua County arborist prior to demolition or construction. Contact Alachua County forester/landscape inspector (352) 374-5243 ext. 3503 for tree barricade inspection prior to commencing construction.
5. All off site trees shall remain unless otherwise noted.



DEMOLITION NOTES

1. Contractor is responsible for all site demolition and material removal. In addition to the demolition shown, the contractors shall remove all miscellaneous trash, debris, fencing etc., in order to provide a clean construction site.
2. Contractor responsible for restoring existing stabilized road to previous or better conditions at end of construction.
3. No construction materials or debris shall be left on site overnight. All construction materials and debris must be removed from the work site at the end of each work day. Contractor may coordinate with Alachua County Parks and Open Space to determine a location for night time storage of materials in the main parking lot of Poe Springs Park.
4. Tree barricade construction shall be completed before any other site preparation or vehicle entry, other than perimeter fence construction.
5. Do not store materials or allow no foreign materials such as trash, construction debris, building materials, or harmful chemicals within protective barriers.
6. Do not allow encroachment of vehicles or machinery within tree barrier area.
8. Where roots greater than 1" are damaged or exposed, they shall be cut cleanly and re-covered with soil within one hour of damage or exposure.
9. Tree barriers to remain in place until landscaping operations that require removal of barriers begin. Once removed, vehicle and equipment traffic and storage of materials within area shall be minimized as much as possible.
10. Tree pruning shall be done in accordance with the most current version of the American National Standard for tree care operations "tree. Shrub and other woody plant maintenance" (ANSI A300) and "pruning. Trimming. Repairing. Maintaining, and removing and cutting brush—safety requirements" (ANSI Z133).
11. County staff shall be notified prior to construction to inspect tree barricades and ensure proper protection of trees during construction of boardwalk in close proximity to the existing driplines
12. No more than 5 percent of tree canopy shall be removed.

GENERAL CONSTRUCTION NOTES

1. Building shall bear fully on conc foundation per structural foundations plans by GSE.
2. Precast building construction and installation to be provided by others.
3. Contractor shall provide positive drainage for the fill, pad, or slab as required including the electrical and plumbing formed access trench when used.
4. Purchaser must provide level unobstructed area large enough for a crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of

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edge of pad and truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad. A minimum of 24" clearance is required between this building and adjacent buildings.

5. Contractor shall notify Alachua County Environmental Protection at (352) 274-6812 prior to any excavation or pile-driving for boardwalk posts.
6. All construction materials shall be removed from the construction site at the end of each work day. Contractor may coordinate with Alachua County Parks and Open Space to determine a location for night time storage of materials in the main parking lot of Poe Springs Park.
7. Running slopes shall not exceed 5.0%. Cross slopes shall not exceed 2.0%. Refer to plan view for designed elevations of boardwalk and stair landings.
8. Boardwalk post foundations:
 - A. The contractor shall hire a geotechnical engineer to evaluate the capacity of the boardwalk posts. The engineer shall confirm or provide final recommendations on size/embedment as required to accomplish the listed design capacities. The contractor shall supply a signed and sealed letter by an engineer indicating the installation methods required to achieve the design service loading.
 - B. All boardwalk & stair posts to be tipped on top of limestone per geotechnical report provided by GSE dated July 2023 and modified January 2024.
 - C. All boardwalk posts mounted to concrete building foundation shall provide a minimum of 2.5" from the edge of the post to the edge of the concrete foundation.
 - D. The contractor may choose to substitute 8" min diameter pt wooden posts for 6x6 pt lumber posts for driven posts only. Posts that are anchored to concrete slab must remain 6x6 pt lumber.
 - E. Required service boardwalk post support loads:
 - A. Gravity: 3.5 kips
 - B. Uplift: 2.2 kip
 - C. Lateral: 1 kip



GENERAL NOTES

1. As used in these general notes:
 - A. "drawings" means the latest structural design drawings, UON.
 - B. "contract documents" is defined as the design drawings and all general notes.
 - C. "SER" is defined as the structural engineer of record for the structure in its final condition.
 - D. "design professionals" is defined as the owner's architect and ser.
 - E. "MEP" includes, but is not limited to, mechanical, electrical, plumbing, and fire protection.
 - F. "contractor" is defined to include any of the following: general contractor and their subcontractors, construction manager and their subcontractors.
2. These notes are general and supplemental to the specifications. These notes apply to the entire project unless noted otherwise in the contract documents.
3. The contractor is responsible for coordination of the structural work with the architectural, civil, MEP contract documents, as well as any other applicable trades.
4. The contractor is responsible for the stability of the structure until the construction of the structure reaches its final condition.
5. The contractor is solely responsible for the design, installation, and removal of temporary bracing and construction supports, for new and existing structures, as necessary to complete the project. No portion of the project while under construction is intended to be stable in the absence of the contractor's temporary supports and braces. Contractor shall retain a structural engineer licensed in the state in which the project is located to design temporary bracing and construction supports.
6. Construction materials shall not be stacked on floors or roofs in excess of the design live loads which are indicated in the general notes. It is the general contractor's responsibility to ensure that the subcontractors are informed and do not violate this important requirement. Impact shall be avoided when placing materials on floors or roofs.
7. The contractor shall verify all existing dimensions and conditions and coordinate with the structural drawings, architectural drawings, drawings from other consultants, project shop drawings and field conditions.
8. In cases of conflict between drawings and/or specifications and other disciplines or existing conditions, contractor shall notify the design professionals and obtain clarification prior to bidding and proceeding with work.
9. Apply details, sections, and notes on the drawings where conditions are similar to those indicated by detail, detail title or note.
10. Only use dimensions indicated on the drawings. Do not scale drawings.

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11. Assume equal spacing between established dimensions, if not indicated on drawings.
12. Centerlines of columns and foundations coincide with grid line intersections, UON.
13. The contractor shall verify that construction loads do not exceed the capacity of the structure at the time the load is applied.
14. The contractor shall coordinate the bottom of base plate elevations with the as-built top of support elevations.
15. Equipment anchor bolt sizes, types, and patterns shall be verified with the manufacturer. All bolt patterns shall be templated to ensure accuracy of placement.
16. The contractor shall verify all opening sizes and locations with other disciplines. The drawings do not show all openings required. Additional openings, blockouts and sleeves may be required by other disciplines and shall be constructed using the typical details and/or the criteria indicated on the drawings. Openings required but not shown on the structural drawings must be approved by the structural engineer.
17. Do not cut or modify structural members for pipes, ducts, etc., unless specifically detailed or approved in writing by the engineer.
18. Elevations indicated on structural drawings are based on a project datum indicated on the architectural drawings.

SPECIALTY ENGINEERING REQUIREMENTS

1. Delegated engineering requirements: the Florida Board of Professional Engineers has issued statements on responsibilities of professional engineers, pursuant to chapters 61G15-30 and 61G15-31 of the Florida Administrative Code. Certain components of the structure requires the work of delegated engineers for the design of those components. All relevant procedures presented in the Florida Administrative Code shall apply to this project.
2. Handrails, posts, and support connections shall be designed by the fabricator's specialty engineer. Shop drawings shall be submitted for review and must be signed and sealed by an engineer registered in the same state as the project location. Design loadings shall conform to all requirements of the building code.
3. Flag poles and/or site lighting poles shall be designed by the pole vendor's delegated engineer and shall include poles, foundations and connections. Shop drawings shall be submitted for review and must be signed and sealed by a structural engineer registered in the same state as the project location. Minimum design loads shall conform to ANSI/NAAM FP100 "specifications for the design loads of metal flagpoles".



PERFORMANCE ITEMS

1. The contractor shall employ or retain a licensed structural engineer in the state in which this project is located to design and detail performance items as part of the base building structure indicated in the contract documents.
2. The engineer does not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractor, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.
3. Visits to the job site by the engineer to observe the construction do not in any way mean that engineer is guarantor of constructor's work, nor responsible for the comprehensive or special inspections, coordination, supervision, or safety at the job site.

SUBMITTALS

1. 10 working days prior to submitting shop drawings, the contractor shall submit for structural engineer's review a schedule which details the estimated quantity of shop drawings and the date the shop drawings will be received by the structural engineer. The structural engineer shall have the opportunity to review the proposed schedule and submit comments to the contractor. The final shop drawing schedule shall be developed and submitted to the structural engineer. In accordance with the shop drawing schedule, the structural engineer will return the shop drawing items within ten working days after having received the reproducible shop drawing.
2. The contractor shall review each submittal prior to forwarding to architect and structural engineer and shall stamp each submittal verifying that the following is addressed:
 - A. The shop drawing is requested.
 - B. The shop drawing is based on the latest design.
 - C. The architect's and structural engineer's comments from any previous submittals are addressed.
 - D. The work is coordinated among all construction trades.
 - E. Revisions from previous submittals are clearly marked by circling or clouds.
 - F. Submittal is complete.
 - G. Submittal does not include substitution request.
 - H. Submittal shall include a stamp indicating project name and location, submittal number, specification section number.



The structural engineer shall return, without comment, submittals which the contractor has not stamped or which do not meet the above requirements. The structural engineer's review of submittals shall be for general conformance with the design intent. No work shall be started without such review.

3. For components that require engineering by the contractor, provide a note on each shop drawing, written and signed by the supplier's engineer, indicating that the shop drawing is in conformance with the calculations of the contractors.

4. The following items require submittals for structural review as outlined in the specifications:

S	Pile driving sequential layout
S	Concrete reinforcing layout
CALC	Concrete mix designs
S	Structural steel
S CALC	Structural steel connections
CALC	Mortar and grout mix design

S = shop drawings required

CALC = supporting calculations required, signed and sealed by a licensed professional Engineer in the state in which the project is located.

5. Submittal for special structural, load-carrying items that are required by codes or standards to resist forces must be prepared by, or under the direct supervision of, a delegated engineer. Examples include but are not limited to, structural light gage steel framing, exterior enclosure systems, steel stairs, timber piles.
6. A delegated engineer is defined as a Florida licensed engineer who specializes in and undertakes the design of structural components or structural systems included in a specific submittal prepared for this project and is an employee or officer of, or consultant to, the contractor or fabricator responsible for the submittal. The delegated engineer shall sign, seal, and date the submittal, including calculations and drawings.



CODES AND DESIGN CRITERIA

1. Perform all construction in conformance with the building and design codes referenced within these documents. The project documents refer to the following codes and standards, UON:

- A. American Society of Civil Engineers, ASCE 7-16: "minimum design loads for buildings and other structures"
- B. 2020 Florida Building Code with amendments
- C. Structural concrete:
"building code requirements for structural concrete" The American Concrete Institute (ACI 318-14 and ACI 350-06)

13. Live loads:

- A. Typical roof 20 psf
- B. Occupancy or use 40 psf

14. Superimposed dead loads:

- A. Concrete 145 psf
- B. Sewage 62.4 psf

15. Timber piles:

- A. Ultimate capacity 60 kips
- B. Allowable capacity 20 kips
- C. Factor of safety 3

16. Wind load design data:

Wind loads shall be in accordance with Florida Building Code-2020 (referencing ASCE 7-16)

Wind design data:

- A. Ultimate design wind speed, 3 second gusts, Vult. 125 mph
- B. Hurricane prone region Yes
- C. Windborne debris region No
- D. Building risk category II
- E. Wind exposure category C
- F. Enclosure category Enclosed
- G. Internal pressure coefficient +/- 0.18
- H. Mean roof height, h 13 feet
- I. Velocity pressure coefficient (Kh) 0.849



J. Wind topographic factor (Kzt)	1.0
K. Wind directionality factor (Kd)	0.85
L. Ground elevation factor (Ke)	1.0
M. Velocity pressure (qh)	18.73 psf

17. In cases where the contractor determines that suspended or floor mounted MEP equipment loads exist which exceed design loads indicated on contract documents, contractor shall submit load data to design professionals for review prior to proceeding with work.
18. Distribute the maximum load hung from any structural member for map ductwork, piping, etc. Over the member's tributary area in a way that the design superimposed dead loads listed in the contract documents are not exceeded. The contractor shall coordinate the loads of all trades and provide additional support or distribution framing as required to achieve the allowable load distribution.
19. Structural components are not designed for vibrating equipment. Mount vibrating equipment on vibration isolators.
20. Connections of systems designed by contractor's engineer such as, but not limited to, cladding, stairs, elevators, and MEP loads are assumed to impose vertical and/or horizontal loads on the base building structural members without generating torsion in the supporting structural members. Contractor is responsible for furnishing and installing all supplementary bracing members as required to prevent torsion on the base building structure.

TIMBER PILES

1. All timber piles shall meet, ASTM D25 Standard Specification for Round Timber Piles.
2. All timber piles shall be treated in accordance with American Wood Preserver's Association (AWPA), AWPA C3 piles-preservative treatment by pressure process.
3. The contractor shall employ or retain a special inspection/testing agency to produce a pile driving record to submit to the SER.
4. Handling, storage and field fabrication, including treating of cut ends, shall be in accordance with AWPA M4.
5. All timber piles shall be installed with predrilled holes.
6. Predrilled holes shall not be greater than 90 percent of the average cross-sectional dimension of the pile at the depth being drilled and drive the pile therein to practical refusal.
7. If necessary, provide adequate lateral support for installed individual piles to prevent excessive temporary flexural stresses or movement of the pile top out of tolerance.
8. Re-drive any pile, which is raised during driving of adjacent piles, to the original tip elevation.

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9. Deviation from plumb and angle of batter: +/- 5 degrees
10. Deviation from location of pile top: 6 inches
11. Cut off piles at top elevation directed by the design engineer. Replace or repair piles, which are damaged when cut off.
12. All timber pile surfaces in contact with concrete shall be coated with poly-membrane such as Sikagard - 7600 VG (or equivalent).
13. Anchor rod connection at timber piles shall be galvanized:
 - A. 1 inch steel tension rods: ASTM A36, min. Yield strength 36 ksi
 - B. 4 inch sq. X 1/4 plate washer: ASTM A36, min. Yield strength 36 ksi
 - C. Nuts: ASTM A563

CONCRETE REINFORCEMENT

1. All concrete shall include reinforcement. If reinforcement is not specifically indicated on the drawings, verify with the structural engineer.
2. Reinforcement shall conform to the following standards and material properties:
 - A. Deformed bars: ASTM A615, grade 60
 - B. Welded wire reinforcement: ASTM A185
3. Detail reinforcement based on the project requirements, ACI-318 and ACI-315, UON.
4. Where a 90-deg, 135-deg or 180-deg hook is graphically indicated, provide corresponding ACI Standard hooks UON.
5. Dowels shall match size and spacing of main reinforcement UON.
6. Equipment supports, anchorages, openings, recesses and reveals not shown on the structural drawings but required by other contract documents, shall be provided prior to placing concrete.
7. Where drilled epoxy dowels are placed into hardened concrete, adjust the dowel locations as needed to avoid drilling through any reinforcing bars. If the dowel location needs to be modified, contact the engineer prior to drilling.
8. Dowels, anchor bolts, pipes, and other embedded items shall be held securely in position while concrete is placed.
9. Conduits and pipes embedded in or penetrating through concrete shall be spaced on center not less than 3 times their outside dimension, but not less than 2 1/2 inches clear. Outside dimension of embedded items shall not exceed 1/3 of the concrete member thickness. Clear spacing requirements shall apply for embedded conduits or pipes crossing at an angle less than 60 degrees. Embedded conduits and pipes shall be located between the layers of

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reinforcement and a minimum of 2 1/2 inches clear from approximately parallel reinforcing bars. Requirements for embedded elements crossing reinforcing bars shall be as required for crossing embedded elements.

10. Reinforcing bars and accessories shall not be in contact with any metal pipe, pipe in flange, metal conduit, or other metal parts embedded in concrete. A minimum clearance of 2 inches shall be provided.
11. Grade beam/wall footing corner and intersection reinforcement bars shall extend into connecting footings and be lapped on the opposite face of the connecting footing. Outside face grade beam/wall footing reinforcement shall be lapped with corner bars.
12. Reinforcing steel for footings and slabs on grade shall be adequately supported on bar supports with spacers to keep reinforcing above the prepared grade. Lifting reinforcing off grade or wet setting during concrete placement is not permitted.
13. Lap reinforcement 48 bar dimensions UON.
14. Lap splice bottom reinforcing in grade beam/wall footing centered at timber pile supports.
15. Lap splice top reinforcing in grade beam/wall footing centered at mid-span of between timber Piles.
16. Reinforcement shall have the following concrete protection (clear cover), UON:
 - A. Surfaces not formed: 3"
 - B. Formed surfaces in contact with soil or water, or exposed to weather: 2"
 - C. Timber piles: 2"

FOUNDATIONS/SLAB:

1. The contractor is to follow all recommendations within the project geotechnical report by GSE Engineering & Consulting, inc., report no. 16124, dated July 21, 2023.
2. Remove free water from excavations before placing concrete.
3. Contractor shall be responsible to adequately protect all excavation. Where necessary, sheet and shore the excavation with all required tiebacks and bracing as determined by contractor's structural engineer.
4. Structural testing/inspection agency shall certify the bearing medium.
5. Concrete slab and foundation shall be poured as soon as possible after excavation to avoid loss of natural moisture content and to avoid water infiltration.



CAST-IN-PLACE CONCRETE

1. Concrete strength shall meet the following 28-day compressive strengths (f'c), UON:
Class A 4,000 psi all foundations/slab-on-grade
2. Provide normal weight concrete with cured density of 145 +/- 5 pcf, and aggregate conforming to ASTM C33, UON.
3. The use of calcium chloride and other chloride containing agents is prohibited. The use of recycled concrete is prohibited. Placement within and contact between aluminum items, including aluminum conduit, and concrete is prohibited.
4. All cast-in-place concrete will experience differing variations of cracking. Any element exposed to direct weather and/or temperature variations during construction or in the final condition is to be treated and regularly maintained to prevent propagation of cracks and water penetration. The contractor shall develop a regular maintenance program and submit it to the owner.
5. Concrete mix design submittals:
 - A. Each mix design shall be labeled to indicate the area in which the concrete is to be placed (i.e. Foundations, slab-on-grade, columns, etc). Failure to do so will result in delay and/or rejection of submittals.
 - B. Proposed mix design shall be in accordance with method 1 or method 2 of ACI 301. Provide supporting data in tabular form for each separate proposed mix.
 - C. Submit concrete mix design for each proposed class of concrete.
6. Maximum w/c ratio of 0.50 for footings and 0.45 for other concrete.
7. All formwork shall be designed, erected, supported, braced, and maintained according to ACI 347: "recommended standard practice for concrete formwork".
8. Responsibility: the design, construction, and safety of all formwork shall be the responsibility of the general contractor.
9. All exposed edges of concrete shall be chamfered unless otherwise shown on the architectural or structural drawings.
10. The contractor shall employ a testing laboratory to prepare test cylinders representing concrete poured every day, one set per day or one set minimum for each 50 cubic yards poured. The testing laboratory technician shall be present at the beginning of each pour. Laboratory report shall be furnished to the structural engineer showing strength of concrete at 7 and 28 days.
11. All slabs shall have an approved curing compound applied immediately after finishing. Use Kurez DR VOX, by Euclid, or approved equal.

EXHIBIT 3: BID FORM/ SCHEDULE OF VALUES



Alachua County, Florida

Procurement

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

[JH CONSTRUCTION LLC] RESPONSE DOCUMENT REPORT

ITB No. ITB 25-534-LC

Poe Springs Restroom Building Replacement

RESPONSE DEADLINE: April 2, 2025 at 2:00 pm

Report Generated: Friday, April 18, 2025

JH Construction LLC Response

CONTACT INFORMATION

Company:
JH Construction LLC

Email:
joe.jhconstruction@gmail.com

Contact:
Joseph Hoffman

Address:
15831 NW 50th Ave
Trenton, FL 32693

Phone:
(352) 494-0252

Website:
N/A

Submission Date:
Apr 2, 2025 12:00 PM (Eastern Time)

[JH CONSTRUCTION LLC] RESPONSE DOCUMENT REPORT
ITB No. ITB 25-534-LC
Poe Springs Restroom Building Replacement

PRICE TABLES

BASE BID

Line Item	Description	Unit of Measure	Unit Cost
1	Base Bid -Poe Springs Restroom Building Replacement	LS	\$380,120.00

SCHEDULE OF VALUES

Total should equal Base Bid.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization, Demobilization & Permitting	1	LS	\$11,020.00	\$11,020.00
2	Payment & Performance Bonds	1	LS	\$14,400.00	\$14,400.00
3	Demolition	1	LS	\$42,000.00	\$42,000.00
4	Driven Timber Piles	1	LS	\$105,600.00	\$105,600.00
5	Concrete Foundation & Flatwork	1	LS	\$97,900.00	\$97,900.00
6	Boardwalk	1	LS	\$109,200.00	\$109,200.00
TOTAL					\$380,120.00

[JH CONSTRUCTION LLC] RESPONSE DOCUMENT REPORT
Invitation To Bid - Poe Springs Restroom Building Replacement
Page 2

EXHIBIT 4: GENERAL CONSTRUCTION NOTICE TO PROCEED

NTP No.: _____ **Agreement No.:** 14602

Invoice/Billing Reference No.: _____

Project Description: Poe Springs Restroom Building Replacement - includes, but is not limited to, providing full-time and competent supervision, skilled and experienced labor, materials, tools, and equipment necessary to complete, in an acceptable and timely manner, the improvements described in the plans & specifications

County: Alachua County, a Charter County and political subdivision of the State of Florida

Date Issued: _____

County Project Manager:

Contractor: Joseph Hoffman Construction LLC DBA JH Construction, LLC

Contractor's Address: 15831 NW 50th Avenue , Trenton, FL 32693

Architect/Engineer: JBrown Professional Group, Inc.

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

ATTACHMENTS:

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

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

TIME FOR COMPLETION: The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within One Hundred Twenty (120) working days of this NTP with Final Completion occurring 30 working days after the County delivers the final List to the Contractor as provided in section 6.3 of the Agreement, unless extended in accordance with §218.735(7)(c), Florida Statutes .

METHOD OF COMPENSATION:

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

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

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

IN WITNESS WHEREOF, the Parties hereto agree to this Notice to Proceed and have executed it on this _____ day of _____, 20____.

CONTRACTOR

ALACHUA COUNTY, FLORIDA

By: _____

By: _____
Alachua County

Date: _____

Date: _____

Title: _____
Print Name and Title

ARCHITECT/ENGINEER/COUNTY (as applicable)

By: _____

Date: _____

Title: _____
Print Name and Title

EXHIBIT 5: CLOSEOUT CHECKLIST

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

Contract No. 14602 – Poe Springs Restroom Building Replacement with Joseph Hoffman Construction LLC DBA JH Construction, LLC

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)			
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)			
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: 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: _____

SEAL

PRINTED NAME AND TITLE: _____

EXHIBIT 8: INSURANCE

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

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

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

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

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

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

II All Coverages

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

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EXHIBIT 8-A: CERTIFICATE OF INSURANCE**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
04/23/2025

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: Tiffany Ellis PHONE (A/C, No, Ext): (352) 493-2565 FAX (A/C, No): (352) 493-0402 E-MAIL ADDRESS: tiffanye@naturecoastinsurance.com	
INSURED Joseph Hoffman Construction LLC 15831 NW 50th Ave Trenton FL 32693-7933		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance NAIC # 10190 INSURER B: Auto-Owners Insurance Company 18988 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2542336742**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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		78766156	05/11/2025	05/11/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y		5176615600	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> 19						PROPERTY DAMAGE (Per accident) \$
	PIP-Basic \$ 10,000						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carpentry
 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; to include Products and/or Completed Operations of the Contractor; Automobiles owned, leased, hired or borrowed by the Contractor

CERTIFICATE HOLDER**CANCELLATION**

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 1188 GAINESVILLE FL 32602-2877	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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2025

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 Risk Transfer Insurance Agency, LLC 200 S. Orange Ste. 750 Orlando, FL 32801	CONTACT NAME: Admin - 1 (800) 718-7552 Ext.4550 PHONE (A/C, No, Ext): E-MAIL ADDRESS: certs@peopaygo.com FAX (A/C, No):
INSURED OCMI III, Inc dba PEOPayGo 225 E Dania Beach Blvd, Suite 120 Dania Beach, FL 33004 United States	INSURER(S) AFFORDING COVERAGE INSURER A: Service American Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 39152

COVERAGES

CERTIFICATE NUMBER:9ZD58JH6

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input checked="" type="checkbox"/> Y N/A		RT25MWC7470174004	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: Joseph Hoffman Construction, LLC (added 11/1/2022)(Termed 06/18/2023)(Reinstated: 09/08/2023)(termed 12/24/2023)(Reinstated: 02/09/2024)

CERTIFICATE HOLDER

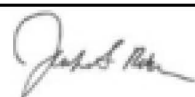
JOSEPH HOFFMAN CONSTRUCTION LLC 15831 NW 50th Avenue Trenton, FL 32693	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

EXHIBIT 9: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

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

(2) Contractor, pursuant to that certain General Construction Agreement No. _____ ("Agreement") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid No. 25-534-LC; Poe Springs Restroom Building Replacement, as more particularly set forth in said Agreement.

(3) This affidavit is executed by Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

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

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

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

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

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

EXHIBIT 10: FINAL PAYMENT BOND WAIVER FORM

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

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

CONTRACTOR:

PROJECT: General Construction Agreement No. 14602 ("Agreement") for labor, materials, and services for Bid No. 25-534-LC Alachua County Poe Springs Restroom Building Replacement

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____ (insert date) to _____, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant: _____

By: _____
(Name)

Title: _____
(Print 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: _____

EXHIBIT 11: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE

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

Joseph Hoffman Construction LLC DBA JH Construction, LLC
15831 NW 50th Avenue
Trenton, FL 32693
(352) 494-0252
joe.jhconstruction@gmail.com

Project Description: **Poe Springs Restroom Building Replacement**; includes, but is not limited to, providing full-time and competent supervision, skilled and experienced labor, materials, tools, and equipment necessary to complete, in an acceptable and timely manner, the improvements described in the plans & specifications

CONTRACTOR

Signed by:
By: Joseph Hoffman
55E7B3FD5DFA411...
Print: Joseph Hoffman
Title: Owner
Date: 4/22/2025

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

EXHIBIT 12: NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

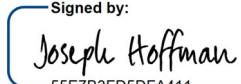
**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Joseph Hoffman, as President of the Joseph Hoffman Construction LLC DBA JH Construction, LLC, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the Joseph Hoffman Construction LLC DBA JH Construction, LLC.
3. I attest and affirm that Joseph Hoffman Construction LLC DBA JH Construction, LLC, does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

55E7B3FD5DFA411...
Signature

Joseph Hoffman

Name Printed

4/22/2025

Date Signed

EXHIBIT 13: FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

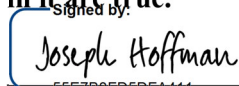
**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Joseph Hoffman, as President of the Joseph Hoffman Construction LLC DBA JH Construction, LLC, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Joseph Hoffman Construction LLC DBA JH Construction, LLC.
3. I attest and affirm that the following is true and correct:
 - a. Joseph Hoffman Construction LLC DBA JH Construction, LLC is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, 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, including any agency of or any other entity of significant control of such foreign country of concern).
 - b. The government of a foreign country of concern does not have a controlling interest in Joseph Hoffman Construction LLC DBA JH Construction, LLC.
 - c. Joseph Hoffman Construction LLC DBA JH Construction, LLC is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

55E7B3FD5DFA411...
Signature

Joseph Hoffman

Name Printed

Owner

Title

4/22/2025

Date Signed

EXHIBIT 14: PLANS

Construction Drawings of Poe Springs Restroom Building Replacement for Alachua County Parks & Open Space, Civil Plans dated January 2025 and *Poe Springs Restrooms*, Foundation Plans by GSE Engineering, dated 10/6/2023, are exempt pursuant to Section 119.071(3)(b)(1), and will be attached to this Agreement prior to execution.

Certificate Of Completion

Envelope Id: C36C5DE5-DEAA-4D8D-AA8F-9C377ADA09C5
Subject: Complete with Docusign: #14602 - Poe Springs Restroom Building Replacement
Source Envelope:
Document Pages: 52
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Michelle Guidry
mguidry@alachuacounty.us
IP Address: 163.120.80.11

Record Tracking

Status: Original
4/18/2025 4:07:24 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Michelle Guidry
mguidry@alachuacounty.us
Pool: StateLocal
Pool: Alachua County

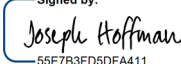
Location: DocuSign

Location: Docusign

Signer Events

Joseph Hoffman
joe.jhconstruction@gmail.com
Owner
Joseph Hoffman Construction LLC
Security Level: Email, Account Authentication (None)

Signature

Signed by:

55E7B3FD5DFA411...

Signature Adoption: Pre-selected Style
Using IP Address: 174.211.224.31
Signed using mobile

Timestamp

Sent: 4/18/2025 4:15:07 PM
Resent: 4/22/2025 9:03:56 AM
Viewed: 4/22/2025 9:16:08 AM
Signed: 4/22/2025 10:44:01 AM

Electronic Record and Signature Disclosure:
Accepted: 4/22/2025 10:41:38 AM
ID: d868c674-adc6-45ee-b5ae-1c24387a3825

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

COPIED

Sent: 4/22/2025 10:44:04 AM
Viewed: 4/22/2025 12:24:19 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Barbara Fair
bafair@alachuacounty.us
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/22/2025 10:44:05 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Carolyn Miller crmiller@alachuacounty.us Procurement Specialist Procurement Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/22/2025 10:44:05 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/18/2025 4:15:07 PM
Certified Delivered	Security Checked	4/22/2025 9:16:08 AM
Signing Complete	Security Checked	4/22/2025 10:44:01 AM
Completed	Security Checked	4/22/2025 10:44:05 AM

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Alachua County:

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

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

To advise Alachua County of your new email address

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

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

To request paper copies from Alachua County

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

To withdraw your consent with Alachua County

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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