

**AGREEMENT BETWEEN ALACHUA COUNTY & NEXT DIMENSION CONSTRUCTION,  
INC. DBA NEXT DIMENSION CONSTRUCTION AND ROOFING, FOR ANNUAL ROOF  
REPLACEMENT FOR PROJECTS UNDER \$100,000  
NO. 14667**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing, a Florida corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued an ITB seeking qualified firms or individuals to provide replacement services for 4 types of roofing materials as needed for scheduled roof replacement projects priced less than or equal to \$100,000; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as the primary awarded entity in the solicitation process; and

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

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

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

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform replacement services for 4 types of roofing materials as needed for scheduled roof replacement projects priced less than or equal to \$100,000, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective upon execution of both Parties (“effective date”) and continues until 9/30/2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional one-year terms at the same terms and conditions outlined herein.
4. **Closeout.** The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met, and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:
  - 5.1. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
  - 5.2. Contractor will assure that all personnel who perform the Services, or perform any part of the

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

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

6. **Payment.**

- 6.1. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) annually ("NTE amount")**. Payment will be in accordance with the Rate Schedule attached as **Exhibit "2"** and incorporated herein.

- 6.2. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must provide an itemized description of the Service rendered, the date performed [*and time expended, if billed by hour*], the person(s) rendering such Services, and the quantity and rate as shown on the Rate Schedule. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Facilities Management  
6125 NW 18<sup>th</sup> Drive  
Gainesville, FL 32653  
(352) 548-3761

[facfiscal@alachuacounty.us](mailto:facfiscal@alachuacounty.us)

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

Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing  
13624 S. Hwy 441, Suite 1  
Summerfield, FL 34491  
(352) 645-2065

[procurement@nextdimensionconstruction.com](mailto:procurement@nextdimensionconstruction.com)

- 6.4. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- 6.5. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- 6.6. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
7. **Insurance**. Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
8. **County Property**. Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.
9. **Deliverables**. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.
10. **Permits**. Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.
11. **Alachua County Minimum Wage**. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County.

Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$20.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

## **12. Default and Termination.**

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

termination is received by the Contractor.

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

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

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

**To Contractor:**

Next Dimension Construction, Inc. dba Next  
Dimension Construction and Roofing  
13624 S. Hwy 441, Suite 1  
Summerfield, FL 34491  
(352) 645-2065

[procurement@nextdimensionconstruction.com](mailto:procurement@nextdimensionconstruction.com)

**To County:**

Facilities Management  
6125 NW 18<sup>th</sup> Drive  
Gainesville, FL 32653  
(352) 548-3761

[facfiscal@alachuacounty.us](mailto:facfiscal@alachuacounty.us)

cc: **With a copy electronically sent to:**

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)



## 15. Standard Clauses.

- 15.1. Public Records. In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
  - 15.1.1. Keep and maintain public records required by the County to perform the Services.
  - 15.1.2. 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.
  - 15.1.3. 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.
  - 15.1.4. 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](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

- 15.1.5. 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.
- 15.1.6. 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.
- 15.2. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any

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

- 15.3. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement or any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- 15.4. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.
- 15.5. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and the duties and obligations stated within this Agreement. Sole and exclusive venue for all

actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

- 15.6. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 15.7. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.
- 15.8. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 15.9. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.
- 15.10. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.
- 15.11. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.
- 15.12. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 15.13. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.
- 15.14. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 15.15. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or



corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

- 15.16. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
- 15.17. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.
- 15.18. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 15.19. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.
- 15.20. Human Trafficking Affidavit Of No Coercion For Labor Or Services. Section 787.06(13), Florida Statutes requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, attached hereto and incorporated herein as **Exhibit 6**.
- 15.21. Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier. The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, attached hereto and incorporated herein as **Exhibit 7**.

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

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Charles Chestnut, IV, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_


ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. “Jess” Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

CONTRACTOR

Signed by:  
By:  \_\_\_\_\_  
Print: Blaine Villarreal  
Title: President  
Date: 4/21/2025

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

## Exhibit 1: Scope of Services/Work

### Scope of Services

#### 1. ASPHALT SHINGLE ROOF REPLACEMENT

- 1.1. The Contractor is to provide a per square foot price for the installation of asphalt shingles, the price will include removal for existing roof, felt installation, and shingle installation. The specifications are as follows:
  - 1.1.1. Class "A" heavyweight, three-tab fiberglass or Architectural shingles, mineral surface-based asphalt shingles complying with ASTM D-3018 bearing all U.L. Class "A" external fire exposure label and not weighing less than 235 pounds per square. Colors should match existing roof unless specified by owner.
  - 1.1.2. Self-sealing type, with factory applied adhesive.
  - 1.1.3. Meet Underwriters' Laboratories, Inc. requirements for Class "C" wind resistant shingles.
  - 1.1.4. Colors for new work to be selected from the manufacturer's collection.
  - 1.1.5. Acceptable manufacturers for shingles are as follows: Certain-Teed Products Corp., Owens-Corning Fiberglass, GAF/Elk, Ennis
- 1.2. Maintain the roof watertight at all times during the work to protect the building interior. Work is to include, but not be limited to, removal of all existing shingles and other components to expose wood sheathing. A representative of the owner must approve and keep a record of decking being replaced. Replacement of existing damage or deteriorated wood sheathing. Replacement of sheathing to be done per code and per manufacturer's specifications with strict owner inspection of nail pattern. Installation of underlayment to meet manufacturer's installation specifications and building code requirements. Installation of new shingles, drip edge, plumbing vent collars, ridge vents, off ridge vents, roof caps, flashing, and other accessories to meet manufacturer's installation specifications and building code requirements. Protect all finished surfaces on the building against damage due to work of this section. Proceed with roofing work only after related repair or replacement work (deck, fascia, nailers, flashings, etc.) has been accomplished. Proceed with roofing and associated work with the understanding of current and forecasted weather events.
- 1.3. Install 1516, ASTM D2178 Type I base felt horizontally over entire roof area following all Federal, State, and local codes. Nail pattern to match manufacturer's specifications to the required wind load for the region. Two layers are required if slope is less than 4/12 pitch.
- 1.4. Securely fasten new shingles and flashing in place with the manufacturer's recommended nailing pattern as required for regional wind loads. Finished roof shall be free of scratches, splits, dents, cracks, broken shingles, and other defects, and shall be weather tight.
- 1.5. The Contractor will repair all areas of the site damaged as a result of project faults at contractor's expense. All repairs shall be deemed acceptable only when they are approved by the Project Coordinator. All work shall be completed using the least invasive methods as possible.
- 1.6. Contractor will supply a 1% overstock of shingles to the owner at the end of the project. The removal of any existing lead vent covers will be contained in a 5-gallon bucket and turned over to the owner for proper disposal.
- 1.7. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Coordinator.
- 1.8. Furnish written NDL warranty by the manufacturer for self-sealing shingles, to cover a period of twenty (20) years for Architectural shingles and a period of (10) years for 3 Tab shingles from date of completion of roof installation. Contractor must furnish a written warranty on labor only for a period of five (5) years.

#### 2. METAL ROOF REPLACEMENT

- 2.1. Standing-Seam Metal Roof Panels

- 2.1.1. AZ50 Galvalume Steel
- 2.1.2. Material Gauge: 24gauge
- 2.1.3. No screw snap and lock panels
- 2.1.4. Exterior Finish: As selected by the County from manufacturer's premium finishes
- 2.1.5. Coating: Kynar 35-year coating fade and chalk warranty
- 2.1.6. Color: As selected by the County from manufacturer's full range
- 2.1.7. 40 mil peel and stick underlayment
- 2.1.8. Rib Spacing: Manufacturer's standard
- 2.1.9. Panel Coverage: 16-24 inches
- 2.2. Metallic-Coated Steel Sheet: aluminum-zinc alloy-coated steel sheet (Galvalume) complying with ASTM A 792/A 792M, Class AZ50/AZ55 coating designation; structural quality. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M. Aluminum Sheet: Coil-coated sheet, ASTM B 209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.
- 2.3. Miscellaneous Metal Sub-framing and Furring: Provide manufacturer's standard sections as required for support and alignment of metal panel system. Panel Accessories: Provide components required for a complete, weather-tight panel system including trim, copings, fasciae, mullions, sills, corner units, panel clips, flashings, sealants, gaskets, fillers, panel closures, and similar items. Match material and finish of metal panels unless otherwise indicated. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish. Sealant Tape: Butyl Joint Sealant: One Part Poly Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.
- 2.4. Provide factory-formed metal roof panel system complying with ASTM E 1514 requirements. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel. Form panels in continuous lengths, endlaps are not permitted. Field forming of panels shall be done by factory employees operating the machines. Fabricate metal panel joints with factory-installed butyl sealant that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.
- 2.5. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are

acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

- 2.6. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement. Shim or otherwise plumb substrates receiving metal panels. Flash and seal metal panels at perimeter of all openings. Refer to manufacturer's recommendations. Install flashing and trim as metal panel work proceeds. Panels to be in one continuous length, long length roofs must be field formed by Manufacturer. Provide weather-tight escutcheons for pipe- and conduit-penetrating panels.
- 2.7. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized- steel fasteners for surfaces exposed to the interior. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer. Install clips to supports with self-tapping fasteners. Install pressure plates at locations indicated in manufacturer's written installation instructions. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so metal roof panels, and factory-applied sealant are completely engaged. Accessory Installation: Install accessories with positive anchorage to building and weather tight mounting and provide for thermal expansion. Coordinate installation with flashings and other components. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- 2.8. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- 2.9. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- 2.10. Material and Workmanship Warranty: Manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following: Structural failures including rupturing, cracking, or puncturing. Deterioration of metals and other materials beyond normal weathering. Warranty Period: 25 years from date of Substantial Completion. Paint Finish Warranty: 35 years from date of Substantial Completion. If metallic colors are used, the "fade" part of the warranty shall be removed. 35 years for Kynar type finish. 20 years for Metallic/Mica finish, Custom finish. Installer's Warranty: Submit installer's warranty, signed by Installer, covering the Work, including all components of roof panels for the following warranty period: Warranty Period: Five years from date of Substantial Completion Weather-tight Warranty: Warranty Period: Twenty-



five years from date of Substantial Completion.

### **3. PVC MEMBRANE ROOF REPLACEMENT**

- 3.1. **Product Specifications:** The roof membrane shall have a factory-adhered polyester fleece backing on the bottom side. The roof membrane shall meet or exceed the minimum criteria established by ASTM D4434 Standard Specification for Poly (Vinyl Chloride) Sheet Roofing (Type III). The minimum thickness of the roof membrane shall be 60 mils (1.52 mm), as established by ASTM D751 Standard Test Method for Coated Fabrics. The minimum thickness of the roof membrane over the reinforcement scrim shall be 27 mils (0.685 mm), as established by ASTM D7635 Standard Test Method for Measurement of Thickness of Coatings Over Fabric Reinforcement. **Rigid Roof Insulation:** Roof insulation shall be UL and FM approved. Insulation shall be approved in writing by the insulation manufacturer for intended use and for use with the specified roof assembly. Maintain a maximum panel size of 4 feet by 8 feet where polyisocyanurate insulation is specified to be installed in insulation adhesive. The flashing membrane shall have a factory-adhered polyester fleece backing on the bottom side. The flashing system shall meet or exceed the minimum criteria established by ASTM D4434 Standard Specification for Poly (Vinyl Chloride) Sheet Roofing (Type III). The minimum thickness of the flashing membrane shall be 60 mils (1.52 mm) as established by ASTM D751 Standard Test Method for Coated Fabrics. The minimum thickness of the flashing membrane over the reinforcement scrim shall be 27 mils (0.685 mm) as established by ASTM D7635 Standard Test Method for Measurement of Thickness of Coatings Over Fabric Reinforcement. **Fleece back PVC Membrane Adhesive:** A two-part low-rise polyurethane foam adhesive designed for bonding fleece- backed PVC single-ply roofing membranes to various roofing substrates. **Sealant:** A solvent-based, UV resistant synthetic elastomeric sealant for the completion of details. **Water Block:** A single component butyl-based high viscosity sealant for sealing the flashing membrane to the substrate behind exposed termination bars, flashing boots, drain flanges.
- 3.2. **Membrane Flashing Accessories** **Cover Patches at T-Joints:** A molded PVC membrane used to reinforce the T-joints of the specified PVC membrane system. **Pre-formed Boots:** A molded PVC membrane used to flash pipe and conduit penetrations having a diameter of 1 to 6 inches (25 to 152 mm). The pre-formed boots shall be hot-air welded directly to the PVC roof membrane. **Outside Corner Flashing:** A molded PVC membrane designed to accommodate outside corners of base and curb flashing details. The molded flashing component shall be hot-air welded directly to the specified PVC membrane. **Inside Corner Flashing:** A molded PVC membrane designed to accommodate inside corners of base and curb flashing details. The molded flashing component shall be hot-air welded directly to the specified PVC membrane. **Fluted Corner Flashing:** A molded PVC membrane designed to accommodate corners of base and curb flashing details having dimensions that cannot be addressed using standard pre-formed PVC inside or outside corner flashing components. The molded flashing component shall be hot-air welded directly to the specified PVC membrane. **PVC Coated Metal:** 4-foot by 10-foot sheets of [24-gauge galvanized steel] [stainless steel] [0.040 aluminum] having a factory-laminated PVC coating, used for fabrication into metal gravel stop/drip edge components, base flashings, sealant pans, and scupper sleeves.
- 3.3. **Fasteners:** **Insulation Fasteners:** Insulation fasteners and plates shall be FM Approved, and/or approved by the manufacturer of the primary roofing products. The insulation fasteners shall provide attachment required to meet the specified uplift performance and to restrain the insulation panels against the potential for ridding. The fastening pattern for each insulation panel to be used shall be as recommended by the insulation manufacturer and approved by the manufacturer of the primary roofing products. Acceptable insulation fastener manufacturers for specific deck types are listed below.
- 3.4. **Roof Membrane Installation:** **Membrane Application:** Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of roofing membrane components shall immediately follow application of base sheet and/or insulation as a continuous operation. **Aesthetic Considerations:** Construction of an aesthetically pleasing overall appearance of the finished roof application

is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply the specified materials and exercise care in ensuring that the finished application is acceptable to the Owner. Membrane Adhesive Application: Membrane adhesive can be applied by roller. Apply cold adhesive in a smooth, even, continuous layer without breaks or voids. Utilize an application rate as published by the roof membrane manufacturer. Roofing Application: Apply roofing to be free of wrinkles, creases or fish mouths. Use a blower and/or broom to remove any dirt or debris from the substrate surface. Flashing Application - General: Locate all penetrations at least 24 inches from curbs, walls, and edges to provide access for proper application of the specified flashing materials. Reinforce all coated metal and membrane flashing corners using preformed corners or non-reinforced membrane. Hot-air weld all flashing membranes, accessories, and coated metal to have a minimum 2-inch (51 mm) hand-welded or minimum 1.5-inch (38 mm) automatic machine-welded lap. Reference the manufacturer's standard details for all flashing conditions. Walkway/Protection Pads: Install walkway rolls at all roof access locations and other designated locations including roof-mounted equipment, work locations and areas of repeated rooftop traffic. Cut the walk tread into maximum 5-foot lengths and allow to relax until flat. Use a minimum spacing of 2 inches between sheets to allow for proper drainage. Heat-weld the walkway rolls to provide a continuous bond around the perimeter edges of the sheet to the roof membrane surface. Roof Drains: Fit drains with clamping rings and strainer baskets. Provide a minimum 36-inch by 36-inch sump and a slope within the sump not exceeding 4:12. Extend the roof membrane over the drain opening and cut a hole in the membrane directly over the opening, leaving a 1/2-inch of membrane to extend past the drain flange into the drain opening. Punch holes through the roofing membrane at drain bolt locations. Set the membrane in a full bed (i.e. full tube) of the specified water block sealant over the drain flange prior to securement of the clamping ring. Lap seams within the sump area must be avoided. Where lap seams cannot be located outside of the sump area, apply a separate target of the specified roof membrane to extend a minimum of 12-inches in all directions from the sump area and mechanically attached on 12-inch centers around the drain with the specified screws and plates. Heat weld the flashing target beyond the screws and plates, extending over the drain flange. Termination Bars: Prior to mechanical attachment of the termination bar, apply the specified water block sealant on the flashing substrate where the membrane will terminate. Mechanically attach termination bars using the specified fasteners. Apply a continuous bead of the specified sealant at the top of termination bars that are fabricated with a sealant receiver lip.

- 3.5. **FINAL INSPECTION: Post-Installation Meeting:** Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters. Issuance of the Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

#### **4. PRO-GRADE 988 SILICONE ROOF**

##### **4.1. PRODUCTS:**

- 4.1.1. **Primary Roof Coating:** Solvent free one-component moisture curing silicone rubber roof coating; having the following properties:
- 4.1.1.1. Basis of design: Pro-Grade® 988 Silicone Roof Coating
  - 4.1.1.2. Color: Bright White
  - 4.1.1.3. Standard Test Method for Determining Water Migration
  - 4.1.1.4. Resistance Through Roof Membranes (ASTM D7281): Pass ( $\geq$  22 dry mils)
  - 4.1.1.5. Solids Content: By volume (ASTM D2697): 92  $\pm$  3%
  - 4.1.1.6. Flash Point (ASTM D93): 140.9 degrees F (60.5 degrees C)
  - 4.1.1.7. Tack-Free Time at 75 degrees F (24 degrees C): Approximately 1-2 hours
  - 4.1.1.8. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 10g/l max.
  - 4.1.1.9. Durometer Hardness, Shore A (ASTM D2240): 42 Shore A

- 4.1.1.10. Tensile Strength, die C (ASTM D412): 320psi
- 4.1.1.11. Elongation (ASTM D412): 170%
- 4.1.1.12. Permeability (ASTM E96): 4.6 perms
- 4.1.1.13. Initial Solar Reflectance (ASTM C1549): White roof coating: .88
- 4.1.1.14. Solar Reflective Index (SRI): 111
- 4.1.1.15. QUV, 5,000 hours (ASTM G154): No degradation
- 4.1.1.16. Water Absorption (ASTM D471): 0.0005%
- 4.1.2. **Base Coat:** Solvent free one-component moisture curing silicone rubber roof coating; having the following properties:
  - 4.1.2.1. Basis of design: Pro-Grade® 988 Silicone Roof Coating
  - 4.1.2.2. Color: Bright White, Tan or Gray
  - 4.1.2.3. Standard Test Method for Determining Water Migration Resistance Through
  - 4.1.2.4. Roof Membranes (ASTM D7281): Pass ( $\geq$  22 dry mils)
  - 4.1.2.5. Solids Content: By volume (ASTM D2697): 92 +/-3%
  - 4.1.2.6. Flash Point (ASTM D93): 140.9 degrees F (60.5 degrees C)
  - 4.1.2.7. Tack-Free Time at 75 degrees F (24 degrees C): Approximately 1-2 hours
  - 4.1.2.8. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 10g/l max.
  - 4.1.2.9. Durometer Hardness, Shore A (ASTM D2240): 42 Shore A
  - 4.1.2.10. Tensile Strength, die C (ASTM D412): 320psi
  - 4.1.2.11. Elongation (ASTM D412): 170%
  - 4.1.2.12. Permeability (ASTM E96): 4.6 perms
  - 4.1.2.13. Initial Solar Reflectance (ASTM C1549): White roof coating: .88
  - 4.1.2.14. Solar Reflective Index (SRI): 111
  - 4.1.2.15. QUV, 5,000 hours (ASTM G154): No degradation
  - 4.1.2.16. Water Absorption (ASTM D471): 0.0005%
  - 4.1.2.17. Assembly Auxiliary Materials:
  - 4.1.2.18. Stain Blocking Primer:
  - 4.1.2.19. Water based acrylic latex elastomeric roof coating; having the following properties:
    - 4.1.2.19.1. Basis of design: Pro-Grade® 294 Base Coat and Sealer
    - 4.1.2.19.2. Color: grey
    - 4.1.2.19.3. Elongation (Initial) (ASTM D2370):  $>400\%$
    - 4.1.2.19.4. Flash Point (ASTM D3278): Non-flammable
    - 4.1.2.19.5. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 50 g/l max
    - 4.1.2.19.6. Solids Content by Volume: 51-55%
    - 4.1.2.19.7. Tensile Strength Film (ASTM D2370):  $>150$  psi
- 4.1.3. **Primer:** Single-coat adhesive designed for bonding un-vulcanized silicone elastomers to various substrates; having the following properties:
  - 4.1.3.1. Basis of design: Pro-Grade® 941 Primer
  - 4.1.3.2. Color: Clear to hazy yellow
  - 4.1.3.3. Solids Content by Weight: 2-3%
  - 4.1.3.4. Flash Point (ASTM D93): 54 degrees F (12 degrees C)
- 4.1.4. **Reinforcement:**
  - 4.1.4.1. Stich bonded, high performance fabric reinforcement sheet; having the following properties:
    - 4.1.4.1.1. Basis of design: HE195 Polyester Fabric
    - 4.1.4.1.2. Color: White to Yellow White
    - 4.1.4.1.3. Elongation (Initial) (ASTM D1682): 61-63%
    - 4.1.4.1.4. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 0 g/l max Maximum VOS: 0 lbs/gal

- 4.1.4.1.5. Mullen Burst (ASTM D3786): 176.8 lbs.
- 4.1.4.1.6. Tensile Strength Film (Initial) (ASTM D1682): 57.1 lbs.
- 4.1.4.1.7. Trapezoidal Tear Strength (ASTM D1117): 16.1 lbs.
- 4.1.4.1.8. Weight of Fabric: 3 oz/sq. yd.

4.1.5. **Sealants:** Butter grade, one-part moisture cure sealant consisting of silicone rubber; having the following properties:

- 4.1.5.1. Basis of design: Pro-Grade® 923 Butter Grade Silicone Roof Sealer
- 4.1.5.2. Colors: White
- 4.1.5.3. Solids Content by Volume (ASTM D2697-3): 95%
- 4.1.5.4. Tensile Strength, die C (ASTM D412): 130 psi
- 4.1.5.5. Elongation (ASTM D412): 275%
- 4.1.5.6. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 25g/l max  
Fibered grade, one-part moisture cure sealant consisting of silicone rubber; having the following properties:
  - 4.1.5.6.1. Basis of design: Pro-Grade® 957 Silicone Fibered Roof Sealer
  - 4.1.5.6.2. Colors: White
  - 4.1.5.6.3. Solids Content by Volume (ASTM D2697-3): 95%
  - 4.1.5.6.4. Tack Free Time: Approximately 1-3 hours
  - 4.1.5.6.5. Cure time (ASTM C920): 24-48 hours
  - 4.1.5.6.6. Tensile Strength, die C (ASTM D412): 110 psi
  - 4.1.5.6.7. Elongation (ASTM D412): 75%
  - 4.1.5.6.8. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 25g/l max

4.1.6. **Fastener Sealer:** One-part, moisture-curing silicone sealant specifically designed to seal fasteners on low and semi-steep sloped metal roofs; having the following properties:

- 4.1.6.1. Basis of design: Pro-Grade® 928 Pitch Pocket & Self-Leveling Roof Sealer
- 4.1.6.2. Colors: Black
- 4.1.6.3. Solids Content by Volume (ASTM D2697-3): 95%
- 4.1.6.4. Tack free time: Approximately 1-2 hours
- 4.1.6.5. Cure time (ASTM C920): 12-18 hours
- 4.1.6.6. Tensile Strength, die C (ASTM D412): 70 psi
- 4.1.6.7. Elongation (ASTM D412): 700%
- 4.1.6.8. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 50g/l max.

#### 4.1.7. Additional Materials

- 4.1.7.1. Cleaner: Refer to Section 3.02. C Surface Cleaning
- 4.1.7.2. Rust Inhibitor (optional):
- 4.1.7.3. Contact Henry® for a list of recommended products

#### 4.1.8. Installation

- 4.1.8.1. Temperature Limitations: Substrate temperature must be above 35 degrees F (2 degrees C) and rising and 6 degrees F (3 degrees C) above dew point temperature and rising.
- 4.1.8.2. Primer: Non-coated surfaces: Where adhesion is less than desired, apply primer in accordance with Roof Coating Manufacturer's published literature.
- 4.1.8.3. Previously coated surfaces: No primer required upon confirming Roof Coating Manufacturer minimum adhesion results. Refer to Section 3.02.D Adhesion Test.
- 4.1.8.4. Detailing/Flashing: Complete detailing and flashings prior to installation of roof coating per Roof Coating Manufacturer's details and application guide.
- 4.1.8.5. Refer to Roof Coating Manufacturer's application guide for pretreatment of secure and intact metal seams and fastener heads.
- 4.1.8.6. Refer to Roof Coating Manufacturer details including, but not limited to, the following: Roof

curbs, Parapets, Pipe penetrations.

4.1.8.7. Application of Roof Coating: Application rates apply to both Material Plus and Gold Seal Warranties.

4.1.8.8. Refer to Roof Coating Manufacturer warranty chart for coverage rate options.

4.1.9. **Manufacturer Qualifications:** Roof Coating Manufacturer shall demonstrate qualifications to supply materials of this section by certifying the Roof Coating Manufacturer must not issue warranties for terms longer than they have been manufacturing and supplying specified products for similar Scope of Work.

4.1.10. **Installer Qualifications:** Only authorized Subcontractor(s) shall install the roof coating.

4.1.10.1. Perform Work in accordance with the Roof Coating Manufacturer's published literature and as specified in this section.

4.1.10.2. Maintain one (1) copy of the Roof Coating Manufacturer's instructions on site.

4.1.10.3. Allow the Roof Coating Manufacturer representative site access during installation.

4.1.10.4. Contact the Roof Coating Manufacturer two weeks prior to scheduling a meeting.

4.1.11. **Field Quality Control:** Limit traffic on roof coated surfaces for a minimum of two (2) days. Damage to surface by other trades shall not be the responsibility of the installing Subcontractor.

4.1.12. **Final Observation and Verification:** Manufacturer's Representative to complete the final inspection of roofing coating as required by warranty. Contact Roof Coating Manufacturer for warranty issuance requirements.

#### 4.1.13. **Warranty**

4.1.13.1. Installing Contractor: Installing Subcontractor must warranty the installation; provide material and labor costs for repair in the event of a leak as a result of faulty workmanship for a period of five (5) years from the date of installation completion.

4.1.13.2. Manufacturer's Single Source Warranty; choose from the following:

4.1.13.2.1. Manufacturer's Single Source Material Plus Warranty: Installing Subcontractor must be a Material Plus Authorized Subcontractor. Manufacturer must warranty the products; provide material and labor costs for repair for a period of ten (10) years from the date of installation completion as a result of any of the following: Manufacturing product defect, Faulty Workmanship.

4.1.13.2.2. Manufacturer's Single Source Gold Seal Warranty: Installing Subcontractor must be a Gold Seal Authorized Subcontractor. Manufacturer must warranty the products and installation; provide material and labor costs for repair for a period of twenty (20) years from the date of installation completion as a result of any of the following: Manufacturing product defect, Faulty workmanship.

## 5. **TEMPORARY FACILITIES AND CONTROLS**

### 5.1.1. **TEMPORARY SANITARY FACILITIES**

5.1.1.1. Provide and maintain required facilities and enclosures.

5.1.1.2. Provide at time of project mobilization.

5.1.1.3. Maintain daily in clean and sanitary condition.

### 5.1.2. **BARRIERS**

5.1.2.1. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

5.1.2.2. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.



5.1.2.3. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**5.1.3. WASTE REMOVAL**

5.1.3.1. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

5.1.3.2. Provide containers with lids. Remove trash from site periodically.

5.1.3.3. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

5.1.3.4. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**6. PRICE ESCALATION CLAUSE**

Contractors are advised that the quoted prices in response to this request to escalation clause should be made before the start of a new term or renewal. This clause is designed to accommodate changes in market conditions, inflation rates, and other economic factors over the duration of the contract. The annual price escalation percentage will be determined based on reliable economic indicators and industry trends and not exceed 3%. The purpose of this clause is to ensure fair and equitable pricing throughout the contract term. Contractors are required to provide clear information on how price adjustment request were provided to the County.

**7. SPECIAL CONDITIONS**

Each project timeline will be determined for each roof when the quote is submitted to the departments. A substantial completed date and final completion date will be established at this point to complete the project.

Exhibit 2: Rate Schedule



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

[NEXT DIMENSION CONSTRUCTION AND ROOFING] RESPONSE DOCUMENT REPORT

ITB No. ITB 25-234-MB  
Annual Roof Replacement for Projects under \$100,000  
RESPONSE DEADLINE: March 12, 2025 at 2:00 pm  
Report Generated: Thursday, April 17, 2025

Next Dimension Construction and Roofing Response

CONTACT INFORMATION

**Company:** Next Dimension Construction and Roofing  
**Email:** [procurement@nextdimensionconstruction.com](mailto:procurement@nextdimensionconstruction.com)  
**Contact:** Nina Garcia  
**Address:** 13624 S Hwy 441 suite 1  
Summerfield, FL 34491  
**Phone:** N/A  
**Website:** [www.nextdimensionroofing.com](http://www.nextdimensionroofing.com)  
**Submission Date:** Mar 12, 2025 12:17 PM (Eastern Time)

PRICE TABLES

YEAR 1 ROOF REPLACEMENTS PRICING

Bid Amount (3% Increase Max)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Shingle Roof Replacement - Asphalt 3 Tab Shingle: Cost per Square (100 sq ft)	1	Square	\$435.00	\$435.00
2	Asphalt Shingle Roof Replacement - Asphalt Architectural Shingle: Cost per Square (100 sq ft)	1	Square	\$515.00	\$515.00
3	Metal Roof Replacement: Cost per Square (100 sq ft)	1	Square	\$725.00	\$725.00
4	PVC Roof Replacement: Cost per Square (100 sq ft)	1	Square	\$1,000.00	\$1,000.00
5	Silicone Roof Coating: Cost per Square (100 sq ft)	1	Square	\$800.00	\$800.00
TOTAL					\$3,475.00

YEAR 2 ROOF REPLACEMENTS PRICING

Bid Amount (3% Increase Max)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Shingle Roof Replacement - Asphalt 3 Tab Shingle: Cost per Square (100 sq ft)	1	Square	\$448.00	\$448.00
2	Asphalt Shingle Roof Replacement - Asphalt Architectural Shingle: Cost per Square (100 sq ft)	1	Square	\$530.00	\$530.00
3	Metal Roof Replacement: Cost per Square (100 sq ft)	1	Square	\$746.00	\$746.00
4	PVC Roof Replacement: Cost per Square (100 sq ft)	1	Square	\$1,030.00	\$1,030.00
5	Silicone Roof Coating: Cost per Square (100 sq ft)	1	Square	\$824.00	\$824.00
TOTAL					\$3,578.00

YEAR 3 ROOF REPLACEMENTS PRICING

Bid Amount (3% Increase Max)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Shingle Roof Replacement - Asphalt 3 Tab Shingle: Cost per Square (100 sq ft)	1	Square	\$461.00	\$461.00
2	Asphalt Shingle Roof Replacement - Asphalt Architectural Shingle: Cost per Square (100 sq ft)	1	Square	\$545.00	\$545.00
3	Metal Roof Replacement: Cost per Square (100 sq ft)	1	Square	\$768.00	\$768.00
4	PVC Roof Replacement: Cost per Square (100 sq ft)	1	Square	\$1,060.00	\$1,060.00
5	Silicone Roof Coating: Cost per Square (100 sq ft)	1	Square	\$848.00	\$848.00
TOTAL					\$3,682.00

ADDITIONAL COSTS

Line Item	Description	Unit of Measure	Percentage
1	Percentage mark-up for additional material required, e.g., structural repairs, substrate replacement, other unforeseen obstacles, etc., however, it is important to note that such additions should not duplicate materials that are inherently required for the completion of the project.	Material Mark-up Percentage	25%
2	Percentage mark-up for required equipment rentals, e.g., crane, lull, forklift, manlift, etc. Equipment rentals are acceptable when necessary but should be reserved for specialized or infrequently used items that a roofing company would not normally have in their inventory.	Equipment Rental Mark-up Percentage	20%

### **Exhibit 3: Insurance Requirements**

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

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

#### **COMMERCIAL GENERAL LIABILITY**

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

#### **AUTOMOBILE LIABILITY**

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

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

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

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

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

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

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

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

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

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

#### **OTHER INSURANCE PROVISIONS**

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

#### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on



behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

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

## **II All Coverages**

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

## **SUBCONTRACTORS**


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

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2025

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  
Merrill Insurance Group, Inc.  
1520 S Bay Street  
Eustis FL 32726-5555

CONTACT NAME: Commercial Lines Service Department  
PHONE (A/C, No, Ext): 352-589-5200  
E-MAIL: cservice@merrillinsurance.com  
FAX (A/C, No): 352-589-5222

INSURER(S) AFFORDING COVERAGE

INSURER A : Clear Blue Insurance Company

INSURER B : Rivington Partners

INSURER C :

INSURER D :

INSURER E :

INSURER F :

NAIC #  
28860

INSURED  
Next Dimension Construction Inc  
DBA Next Dimension Construction & Roofing  
13624 S US Highway 441  
Summerfield FL 34491

COVERAGES

CERTIFICATE NUMBER: 1687448194

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div>COMMERCIAL GENERAL LIABILITY</div> <div>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</div> <div>OTHER:</div>	Y	Y	BGFL0030299901	3/31/2025	3/31/2026	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000</div> <div>MED EXP (Any one person) \$ 10,000</div> <div>PERSONAL &amp; ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div>\$</div>
	<div>AUTOMOBILE LIABILITY</div> <div>ANY AUTO</div> <div>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS</div> <div>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY</div>						<div>COMBINED SINGLE LIMIT (Ea accident) \$</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div>\$</div>
A	<div>UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB</div> <div>CLAIMS-MADE</div> <div>DED RETENTION \$</div>			BXFL0030299901	3/31/2025	3/31/2026	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>AGGREGATE \$ 1,000,000</div> <div>\$</div>
	<div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</div> <div>Y / N <input type="checkbox"/> N / A</div>						<div>PER STATUTE OTH-ER</div> <div>E.L. EACH ACCIDENT \$</div> <div>E.L. DISEASE - EA EMPLOYEE \$</div> <div>E.L. DISEASE - POLICY LIMIT \$</div>
B	Professional Liability		Y	ENP0011458-01	6/11/2024	6/11/2025	Occurrence \$1,000,000
B	Pollution Liability		Y	ENP0011458-01	6/11/2024	6/11/2025	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CCC1331563, EC13013583  
State License # CGC 1534617

Certificate holder is recognized as Additional Insured for On-Going and Completed Operations on a Primary Non-Contributory basis with regards to the General Liability when required by written contract, waiver of subrogation applies. Excess Liability policy follows forms.

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County Commissioners  
12 SE 1st St  
Gainesville FL 32601  
United states

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

# CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

<b>FLORIDA FARM BUREAU INSURANCE COMPANIES</b> <b>P.O. BOX 147030</b> <b>GAINESVILLE, FLORIDA 32614-7030</b>	<b>COMPANIES AFFORDING COVERAGES:</b>  Company Letter <b>A:</b>  <b>Florida Farm Bureau General Ins. Co.</b>  Company Letter <b>B:</b>  <b>Florida Farm Bureau Casualty Ins. Co.</b>
<b>NAME AND ADDRESS OF INSURED:</b> NEXT DIMENSION CONSTRUCTION  12279 SE US HIGHWAY 441 BELLEVIEW FL 034420	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN <u>THOUSANDS</u>		
	<b>General Liability:</b> <input type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protective <input type="checkbox"/> Farmer's Personal Liability				General Aggregate	\$	
					Products-completed operations aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one fire)	\$	
					Medical Expense (Any one person)	\$	
B	<b>Automobile Liability:</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos	ABF 1377350	02/17/25	02/17/26	Combined Single Limit	\$ 1000	
					Bodily Injury (Per Person)	\$	
					Bodily Injury (Per Accident)	\$	
					Property Damage	\$	
	<b>Excess Liability:</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form					Each Occurrence	Aggregate
						\$	\$
	<b>Employers Liability:</b> <input type="checkbox"/> Farm Employer's Liability <input type="checkbox"/> Farm Employee's Medical					\$ (Each Occurrence)	\$ (Each Employee)
	Other:					\$	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:**  
 ROOFING

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER:</b> ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS 12 SE 1ST ST, GAINESVILLE, FL 32601	COUNTY CODE <u>42</u> DATE ISSUED <u>04/21/25</u>  Served by <u>MARION</u> County Farm Bureau <u>SCOTT J WILLIAMS, INC</u> AUTHORIZED REPRESENTATIVE
---	--

ITEM ONE - NAMED INSURED

NEXT DIMENSION CONSTRUCTION  
INC &/OR BRETT E VILLARREAL  
&/OR BLAINE M VILLARREAL



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3034004

DATE (MM/DD/YYYY)

04/21/2025

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**  
AON RISK SERVICES SOUTH, INC  
3550 LENOX ROAD NORTHEAST, SUITE 1700  
ATLANTA, GA 30326

**CONTACT****NAME:****PHONE****(A/C, No, Ext):**

844-398-0470

**FAX****(A/C, No):****E-MAIL****ADDRESS:** certs@peoplease.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Indemnity Insurance Company of North America

43575

**INSURED**  
Next Dimension Construction Inc.  
13624 SE Hwy 441 Ste 1 & 2  
Summerfield, FL 34491

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	C72818763	12/31/2024	01/01/2026	X 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)

All States Except ND OH WA WY

**CERTIFICATE HOLDER**

Alachua County Board of County Commissioners  
12 SE 1st St  
Gainesville FL 32601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title: Annual Roof Replacement for Projects under \$100,000**


**Contract No. 14667**

**ITB No. 25-234-MB**

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing  
13624 S. Hwy 441, Suite 1  
Summerfield, FL 34491  
(352) 645-2065  
[procurement@nextdimensionconstruction.com](mailto:procurement@nextdimensionconstruction.com)

**CONTRACTOR**

Signed by:  
  
By: B78C6DF98BEF4C5...  
Print: Blaine villarreal  
Title: President  
Date: 4/21/2025

**Exhibit 5: Closeout Checklist**

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

**Contract No. 14667 – Annual Roof Replacement for Projects under \$100,000**

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
<b>General Requirements (Should be required on most Contracts)</b>			
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			
<b>Contract Specific Requirements (All may not apply)</b>			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date

**Exhibit 6: No Coercion for Labor or Services Affidavit**

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

State of Florida  
County of Alachua

I, Blaine Villarreal, as President of the Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing, 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 Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing.
3. I attest and affirm that Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing, 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:  
  
B78C6DF08BEF4C5...  
Signature

Blaine Villarreal  
Name Printed

President  
Date Signed

Exhibit 7: Foreign Countries of Concern Affidavit

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

State of Florida  
County of Alachua

I, Blaine Villarreal, as President of the Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing, 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 on behalf of Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing.
- 3. I attest and affirm that the following is true and correct:
  - a. Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing 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 Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing.
  - c. Next Dimension Construction, Inc. dba Next Dimension Construction and Roofing 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.**

  
B78C6DF98BEF4C5...  
Signature

Blaine villarreal  
Name Printed

President

Title

4/21/2025

Date Signed

## Certificate Of Completion

Envelope Id: BBC1390E-F3F0-4EDB-A4D9-4B54FDEE122A

Status: Completed

Subject: Please DocuSign: Agreement #14667 (Annual Roof Replacement for Projects under \$100K)

Source Envelope:

Document Pages: 31

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.11

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

4/21/2025 9:17:41 AM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: Docusign

## Signer Events

## Signature

## Timestamp

Blaine Villarreal

BlaineV@nextdimensionconstruction.com

President

Next Dimension Construction

Security Level: Email, Account Authentication  
(None)

Signed by:

*Blaine Villarreal*

B78C8DF98BEF4C5...

Sent: 4/21/2025 9:23:49 AM

Viewed: 4/21/2025 9:39:53 AM

Signed: 4/21/2025 11:12:42 AM

Signature Adoption: Pre-selected Style

Using IP Address: 71.43.127.254

## Electronic Record and Signature Disclosure:

Accepted: 4/21/2025 9:39:53 AM

ID: 3c7bcb93-e0e2-4eb0-9af8-bbb96518e5ea

## 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)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

**COPIED**

Sent: 4/21/2025 11:12:45 AM

Carolyn Miller

crmiller@alachuacounty.us

Procurement Specialist

Procurement

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

**COPIED**

Sent: 4/21/2025 11:12:46 AM

Carbon Copy Events	Status	Timestamp
Barbara Fair bafair@alachuacounty.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/21/2025 11:12:46 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	4/21/2025 9:23:49 AM
Certified Delivered	Security Checked	4/21/2025 9:39:53 AM
Signing Complete	Security Checked	4/21/2025 11:12:42 AM
Completed	Security Checked	4/21/2025 11:12:47 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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](mailto:mguidry@alachuacounty.us)

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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](mailto: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.

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