



**ALACHUA COUNTY
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 26-551-MB**

**PROJECT NO. 8211908
AGREEMENT NO. 14855
ALACHUA COUNTY CRIMINAL COURTHOUSE ELEVATORS 5 & 6 MODERNIZATION**

SKYLINE ELEVATOR, INC.

GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between Skyline Elevator, Inc., a Florida for-profit corporation, whose principal address is 1518 Max Hooks Road Unit D, Groveland, Florida 34736 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the County issued Bid No. 26-551-MB seeking the bids from contractors to provide all labor, materials, equipment and supervision for the modernization of two (2) traction passenger elevators at the Alachua County Criminal Courthouse located at 220 S. Main Street, Gainesville, Florida 32601 ("Project"); and

WHEREAS, after evaluating and considering all timely responses to Bid No. 26-551-MB the County identified Contractor as the lowest priced, responsive, and/or responsible bidder; and

WHEREAS, the County desires to contract with Contractor to perform the Work described in Bid No. 26-551-MB and Contractor desires to perform the Work to or for the County in accordance with the terms and conditions set forth herein; and

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

1. **THE WORK:** Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the General Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 1**, the Non-Technical Specifications, attached hereto and incorporated by reference as **Exhibit 2**, the Scope of Work, attached hereto and incorporated by reference as **Exhibit 3**, for *Invitation to Bid No. 26-551-MB, Project No: 8211908, "#14855 - Alachua County Criminal Courthouse Elevators 5 & 6 Modernization"* attached hereto and incorporated by reference (collectively the documents referenced and attached as Exhibits 1, 2, and 3 are hereinafter referred to as the "Contract Documents"); and all incidental and necessary work and services thereto (collectively, the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 5**.
2. **TERM OF AGREEMENT:** This Agreement shall be effective upon execution by both Parties ("Effective Date"). The term of the Agreement shall be from the Effective Date until the Work is completed and all duties and responsibilities under this Agreement have been completed ("Term") unless amended or terminated as provided herein.
3. **CLOSEOUT:** The Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit 6**.

4. **COMPENSATION AND PAYMENT:**

- 4.1. For completion of all Work in accordance with this Agreement, Contractor shall be paid the sum of Four Hundred Eleven Thousand, Four Hundred Seventy Dollars and Zero Cents (\$411,470.00) (the "Contract Amount"), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 4** attached hereto and incorporated herein.
- 4.2. As a condition precedent for any payment, Contractor shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such Work were rendered pursuant to a fee and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a representative of the Contractor, which signature shall constitute Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld. Submission of Contractor's invoice for final payment shall further constitute Contractor's representation to the County that, upon receipt by Contractor of the amount invoiced, all obligations of Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. Contractor shall submit invoices to the County at the following address:
Alachua County Facilities Management Director
6125 NW 18th Drive
Gainesville, FL 32653
facfiscal@alachuacounty.us
- 4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:
Skyline Elevator, Inc.
1518 Max Hooks Road Unit D
Groveland, Florida 34736
tan@skylineelevators.com
- 4.4. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse Contractor for any expenses incurred by Contractor to perform the Work

5. **ALACHUA COUNTY MINIMUM WAGE**

- 5.1. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit 12**. 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:

\$18.50 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.50 per hour without health benefits

- 5.2. If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

6. **PROGRESS PAYMENTS AND RETAINAGE:**

- 6.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Contract Documents.
- 6.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to Contractor pursuant to Section 6.3.
- 6.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Contractor and County will develop a list (the "List") of items required to achieve final completion of the Work. The List shall include the estimated cost of completion of each item on the List. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Within twenty (20) business days after the list is created, the County shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the County less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the List, Contractor may apply for Final Payment for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to one hundred and fifty percent (150%) of the total cost to complete such items until Contractor has rendered complete, satisfactory and acceptable to the County such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of Contractor. This section is intended to comply with the provisions of Section 218.735, Florida Statutes; in the event of any conflict, Florida law will prevail over this section.
- 6.4. The County shall not be obligated to make payment to Contractor for amounts that are the subject of a good faith dispute, or a claim brought pursuant to §255.05, Florida Statutes.

7. **ASBESTOS FREE MATERIALS:**

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

8. **LIQUIDATED DAMAGES:**

- 8.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin with the date provided in the NTP to Contractor by the County. Contract Time for Substantial Completion is Seventy (70) Working Days, as defined in **Exhibit 1: General Terms and Conditions**, from the begin date listed in the NTP. Contract Time for Final Completion is 30 working days from the date the County delivers the final List to the Contractor as provided in section 6.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 8.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve Substantial Completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every working day after the date fixed for Substantial Completion the Work.
- 8.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not finally completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve final completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of One Hundred Fifty Dollars and Zero Cents (\$150.00) per day for each and every working day after the date fixed for such completion for the Work.

9. **RELEASE OF CLAIMS:** It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, Contractor shall furnish to the County Contractor's Final Payment Affidavit in the form provided in **Exhibit 10**, attached hereto. Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit 11**, attached hereto, or on a form acceptable to the County.

10. **GOVERNING ORDER OF DOCUMENTS:** In case of discrepancy, the governing order of the documents is as follows:

- 10.1. Amendments and Change Orders;
- 10.2. This Agreement;
- 10.3. General Terms and Conditions from Bid No. 26-551-MB (**Exhibit 1**);
- 10.4. Non-Technical Specifications from Bid No. 26-551-MB (**Exhibit 2**);
- 10.5. Scope of Work from Bid No. 26-551-MB (**Exhibit 3**);
- 10.6. Notice to Proceed;
- 10.7. Vendor's Bid Submittal

11. **INDEMNIFICATION:**

- 11.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of Contractor's indemnification obligation shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00) or the awarded amount of this Agreement (whichever is larger), Contractor agrees to indemnify and hold harmless the County, and its officers, commissioners and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and other persons employed or utilized by Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all

work performed by Contractor, its subcontractors, employees, agents, servants or assigns.

- 11.2. Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 11.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 11.4. In any and all claims against the County or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 11.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

12. PUBLIC RECORDS:

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

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

- 12.2. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

12.3. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach

13. **AUDITING RIGHTS AND INFORMATION:**

13.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

13.2. If at any time, County conducts such an audit of Contractor's records and documentation and finds that Contractor overcharged County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Contractor with regard to the Project or under any other agreement between Contractor and County. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

14. **INSURANCE:** Throughout the term of this Project, Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 9**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 9-A**.

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

16. **BONDS:**

16.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 7 & 8**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon

such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.

16.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to Contractor.

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

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

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

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

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

22. **LAWS AND REGULATIONS:**

22.1. Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to Work required by this Agreement. Contractor is presumed to be familiar with all

state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

- 22.2. Contractor must comply with the FBI Criminal Justice Information Services (CJIS) version 5.7, dated August 16, 2018, Section 5.1.1.5, attached hereto and incorporated by reference as **Exhibit 15**.
23. **COMPLETE AGREEMENT:** This Agreement contains the sole and entire Agreement between the County and Contractor and supersedes any other written or oral Agreements between them not incorporated herein.
24. **NON-WAIVER:** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
25. **SUCCESSORS AND ASSIGNS:** Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.
26. **NO THIRD-PARTY BENEFICIARIES:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
27. **COUNTERPARTS:** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
28. **WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS:**
- 28.1. Contractor's obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by a County employee, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 28.2. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County, other than those previously made in writing and still unsettled.
29. **TERMINATION FOR DEFAULT:**
- 29.1. Contractor shall be considered in material default of this Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Article, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by County or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of

creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of this Agreement.

- 29.2. If County determines that Contractor is in default under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that County may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose. If default is solely a result of Contractor's failure to construct in accordance with the Master Project Schedule, then twenty-one (21) calendar days shall be allowed to cure the default. In making either the initial determination that Contractor is in default under this Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, County may rely solely upon the Design Professional's certification to County that in the Design Professional's opinion the Contractor is in default or has failed to satisfactorily cure its default. The Library Director has authority to terminate this Agreement.
- 29.3. If County deems any of the foregoing remedies necessary, Contractor shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the unpaid balance of the Contract Amount/GMP, and if such expenditures exceed the unpaid balance of the Contract Amount/GMP, Contractor shall pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount/GMP exceeds all such costs, expenditures and damages incurred by County to complete the Work, Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Contractor's Fee earned and the Cost of Work incurred prior to Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to County by Contractor pursuant to this provision shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.
- 29.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event County has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from County in accordance with County's then current debarment policy.
- 29.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for County's convenience and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under Section 30 below.

30. **TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION:**

30.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount/GMP earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Work not performed.

30.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended and later recommenced, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

31. **CERTIFICATIONS AND TERMINATION FOR VIOLATION OF §287.135, FLORIDA STATUTES.** Pursuant to §287.135, Florida Statutes, the Contractor hereby certifies to the County that the Contractor: (a) has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; and (b) is not engaged in a boycott of Israel. The County may terminate this Agreement if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

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

32.1. Battery: intentional offensive touching or application of force or violence to another.

32.2. Stalking: willfully, maliciously and repeatedly following or harassing another person.

33. **DUTIES AND OBLIGATIONS:** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 14855) and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.

34. **POLLUTION ABATEMENT:** Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. It shall take necessary measures to minimize soil erosion.

35. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY:** Should the County or Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of Contractor's employees or agents or others for whose acts Contractor is legally liable, claim shall be made in writing to the County within a reasonable time of the first observance of such injury or damage.

36. **HEALTH CONSIDERATIONS:** Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the

requirements and regulations of the State and Local Boards of Health. Contractor shall commit no public nuisance.

37. **ELECTRONIC SIGNATURES:** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
38. **E-VERIFY:** Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security’s E-Verify System to verify the work authorization status of all new employees hired by the Contractor during the term of this Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize such E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify System is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is liable for any additional costs incurred by the County as a result of termination of this Agreement.
39. **AFFIDAVIT OF NO COERCION:** Pursuant to §787.06, Florida Statutes
- 39.1. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.
- 39.2. The Contractor will certify its compliance with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit 13**.
40. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:**
- 40.1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:
- 40.1.1. The entity is owned by the government of a foreign country of concern;
- 40.1.2. The government of a foreign country of concern has a controlling interest in the entity; or
- 40.1.3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- 40.2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- 40.3. The Contractor will certify its compliance with this statutory requirements by completing and executing the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to this Agreement as **Exhibit 14**.

41. **SIGNATURE AUTHORITY:** Contractor represents and warrants to the County that the undersigned is authorized to execute this Agreement on behalf of the Contractor.

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

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, 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: Tan Nguyen
D8EC7C1633304EA...

Print: Tan Nguyen

Title: Executive Vice-President

Date: 12/19/2025

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

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

1. PRICING:

The Schedule of Values, attached hereto and incorporated by reference as **Exhibit 4**, provides pricing for the Work performed under the Agreement will be as provided in the Technical Specifications and the NTP.

2. HOURS OF WORK:

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

3. WORK AUTHORIZATION:

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Technical Specifications.
- 3.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit 5**.
- 3.3. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 3.4. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

4. SCHEDULING OF WORK:

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

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

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

5. CONTRACTOR'S RESPONSIBILITIES:

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

6. DESIGN:

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

7. ALACHUA COUNTY-FURNISHED UTILITIES:

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

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

7.3. Electricity:

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

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

8. DIRECT PURCHASE OF MATERIALS:

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

9. PROCEDURES:

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

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

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

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

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EXHIBIT 2: NON-TECHNICAL SPECIFICATIONS

Non-Technical Specifications

Alachua County Criminal Courthouse Elevators 5 & 6 Modernization

Project No. 8211908

1. DEFINITIONS

These definitions apply to this exhibit and any subsequent exhibits. Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

- 1.1. **AGREEMENT:** The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.
- 1.2. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents.
- 1.3. **CHANGE ORDER:** A written order to the Contractor, signed by the Board of County Commissioners or County Manager, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued after execution of the Agreement.
- 1.4. **CONTINGENCY AMOUNT:** The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.
- 1.5. **CONTRACT:** The written agreement incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents covering the Work to be performed.
- 1.6. **CONTRACT PRICE:** The total monies payable to the Contractor plus the established contingency amount under the provisions of the Contract Documents.
- 1.7. **CONTRACT DOCUMENTS:** The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.
- 1.8. **CONTRACT TIME:** The number of days stated in the Agreement for the completion of the Work.
- 1.9. **CONTRACTOR:** The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or their legally authorized representative.
- 1.10. **COUNTY:** Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.
- 1.11. **CAPITAL AND PRESERVATION PROJECTS SUPERVISOR (CPPS):** The Alachua Capital and Preservation Projects Supervisor, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
- 1.12. **DIRECTOR:** The Alachua County Facilities Management Director, or their authorized representative, 6125 NW 18th Dr, Gainesville, Florida 32653, acting for the County.
- 1.13. **DRAWINGS:** The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.
- 1.14. **FIELD CHANGE ORDER:** A written directive issued to the Contractor by the Facilities Management Director or designee authorizing minor modifications to the work that do not increase the Contract Price, do not extend the Contract Time, and do not alter the project's scope, function, or intended use.
- 1.15. **PROJECT REPRESENTATIVE:** The authorized representative of the Director who is assigned to the project or any parts thereof.
- 1.16. **RESPONSIBLE AGENT:** The duly authorized representative of the Alachua County Board of County Commissioners or the Contractor during the contract period.
- 1.17. **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.
- 1.18. **SPECIFICATIONS:** The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract.
- 1.19. **SUBCONTRACTORS:** Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

1.20. WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

2. SCHEDULING OF WORK

2.1. Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the CPPS for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

2.2. Pre-Construction Conference

Before starting Work, a conference will be held to review the above schedules and submittal package, to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the CPPS, and/or their Project Representative, the designer and the Contractor.

2.3. Notice to Proceed

Upon execution and delivery of the Agreement, the CPPS will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

2.4. Contract Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup; claims for delay based on these elements will not be allowed.

2.5. Staging & Execution of Work

2.5.1. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel

2.5.2. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.

2.5.3. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted the CPPS for approval.

2.5.4. Shop Drawings & Submittals

2.5.4.1. The Contractor shall not perform any portion of the Work requiring submittals (including Shop Drawings, Product Data, Samples, or similar documents) until the submittal has been reviewed and approved by the CPPS and signed by the Architect of Record or Engineer of Record.

2.5.4.2. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that they have determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.

2.5.4.3. The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by virtue of approvals or reviews by the CPPS, Architect of Record, or Engineer of Record, unless the Contractor has specifically identified such deviations in writing at the time of submittal and the CPPS has approved them in writing through a Change Order. The Contractor remains fully responsible for errors, omissions, coordination, and compliance with all Contract requirements, regardless of any review or approval by the CPPS, Architect of Record, or Engineer of Record.

3. INTENT OF CONTRACT DOCUMENTS

- 3.1. It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.
- 3.2. The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

4. OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

- 4.1. All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.
- 4.2. The County will furnish the Contractor with digital copies of the Drawings necessary for the execution of the Work. No paper copies will be provided. If the Contractor requires printed sets, reproduction will be at the Contractor's expense.
- 4.3. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and Permits at the site, in good order and clearly annotated to reflect all changes made during construction. These documents shall be always kept current and available for review by the Director and/or their Project Representatives. Upon completion of the Work, the Contractor shall submit a complete set of the updated record documents in digital format to the County as a condition of final payment.
- 4.4. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

5. WORK BY OTHERS

- 5.1. The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate their work with theirs.
- 5.2. If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the CPPS in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Their failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.
- 5.3. The Contractor will do all cutting, fitting and patching of their Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CPPS.
- 5.4. If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the County, or others, involves them in additional expense or entitles them to an extension of the Contract Time, they may make a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraphs 16-18.

6. RESPONSIBLE AGENT

- 6.1. The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 6.2. The CPPS will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 6.3. A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this contract.

7. ACCIDENT PREVENTION

- 7.1. Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 7.2. Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or their designee of such conditions.

8. SUBCONTRACTS

- 8.1. The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the CPPS may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom they have reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the CPPS, prior to written concurrence by the CPPS.
- 8.2. The Contractor will be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they is responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the CPPS or any obligation on the part of the County or the CPPS to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 8.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 8.4. The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

9. PHYSICAL AND SUBSURFACE CONDITIONS

- 9.1. The CPPS will, upon request, furnish to the Contractor copies of all available boundary surveys, building surveys and subsurface tests.
- 9.2. The Contractor will promptly notify the CPPS in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The CPPS will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the CPPS will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the CPPS finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

10. CAPITAL AND PRESERVATION PROJECTS SUPERVISORS' STATUS DURING CONSTRUCTION

- 10.1. The CPPS shall be the County's representative during the construction period. All instructions

- of the County to the Contractor shall be issued through the CPPS.
- 10.2. The CPPS will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. They will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will they be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. Their efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but they will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. Based on their on-site observations and experience as a project manager, the CPPS will keep the County informed of the progress of the Work and will make reasonable efforts to identify and report any visible defects or deficiencies in the Contractor's work.
 - 10.3. The CPPS will have authority to disapprove of or reject Work, which is defective, i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Exhibit 2, Non-Technical Specifications**, Paragraph 12. They will also have authority to require special inspection or testing of the Work as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 14.3, whether or not the Work is fabricated, installed or completed. The CPPS will coordinate and communicate these decisions with the Facilities Management Director to ensure alignment with County oversight and project expectations.
 - 10.4. Neither the CPPS nor the Facilities Management Director shall, by virtue of their authority under **this Exhibit 2, Non-Technical Specifications**, Paragraph 10, or by any good faith decision made in exercising or declining to exercise such authority, incur any duty or responsibility to the Contractor, Subcontractors, their agents or employees, or any other party performing any portion of the Work. All actions taken by the CPPS or Facilities Management Director in connection with the Work shall be deemed to be in furtherance of the County's oversight responsibilities and shall not create personal liability, provided such actions are taken in good faith.

11. CPPS' INTERPRETATIONS AND DECISIONS

- 11.1. The CPPS will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as they may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles them to an increase in the Contract Price, they may make a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 16.
- 11.2. The CPPS will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In their capacity as interpreter and judge, they will exercise their best efforts to insure faithful performance by both the County and the Contractor. They will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the CPPS for decisions, which they shall render in writing within a reasonable time.

12. PERMITS, TESTS AND INSPECTIONS

- 12.1. The Contractor shall be solely responsible for securing the building permit and any other permits, licenses, and inspections legally required for the proper execution and completion of the Work. The Contractor shall apply for all required permits within a reasonable time after contract execution, and in no case later than ten (10) business days unless otherwise approved in writing by the County. Delays in obtaining permits shall not be grounds for extending the Contract Time and may be considered a failure to prosecute the Work in a timely manner, unless such delay is

- caused solely by the permitting authority and is beyond the Contractor's control.
- 12.2. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor **shall** give the CPPS timely notice of readiness, therefore. The Contractor will furnish the CPPS the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the CPPS, it must, if directed by the CPPS, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
 - 12.3. Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Exhibit 2, Non-Technical Specifications, Paragraph 19**.
 - 12.4. Neither observations by the CPPS nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the Contract Documents.

13. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- 13.1. The Contractor will supervise and direct the Work efficiently and with their best skill and attention. They will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, they will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. They will at once report in writing to the CPPS any conflict, error or discrepancy which they may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 13.2. It is the Contractor's responsibility to review all Contract Documents and visit the site prior to submitting a bid. Contractors shall participate in the pre-bid walkthrough with the intent to identify conflicts, omissions, or ambiguities, and shall submit Requests for Information (RFIs) for clarification prior to the bid deadline. Failure to request clarification during the bidding period will not be grounds for additional compensation or time extensions. The Contractor acknowledges that submission of a bid includes acceptance of all reasonably discoverable conditions, and the Contractor assumes the risk for any costs associated with incomplete review, misinterpretation of the Contract Documents, or site conditions that could have been identified prior to bid.
- 13.3. The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the CPPS. The superintendent shall not be replaced without the consent of the CPPS, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 13.4. The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents.
- 13.5. The CPPS will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their or their agents or employees or any other persons performing any of the Work.
- 13.6. The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain building occupancy or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

14. ACCESS TO THE WORK: UNCOVERING FINISHED WORK

- 14.1. The CPPS and their representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 14.2. If any Work is covered contrary to the request of the CPPS, it must, if requested by the CPPS, be uncovered for their observation and replaced at the Contractor's expense.
- 14.3. If any Work has been covered which the CPPS has not specifically requested to observe prior to its being covered, or if the CPPS considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if they makes a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 16 and 17.

15. CHANGES IN THE CONTRACT WORK

- 15.1. Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Exhibit 2, Non-Technical Specifications**, Paragraphs 16 and 17.
- 15.2. The Facilities Management Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles them to an increase in the Contract Price, they may make a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 16.
- 15.3. Additional work performed by the Contractor prior to written authorization will not automatically entitle them to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4. It is the Contractor's responsibility to notify their surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16. CHANGE OF CONTRACT PRICE

- 16.1. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at their expense without change in the Contract Price. The Contract Price constitutes the total maximum compensation payable to the Contractor, inclusive of any authorized Contingency Amounts, unless adjusted by written change order.
- 16.2. The Contract Price may only be changed by a written Change Order or Field Change Order. If the Contractor believes they are entitled to an adjustment to the Contract Price, they must submit written notice of intent to file a claim to the CPPS within ten (10) calendar days of the event

giving rise to the claim. A complete written claim, with all supporting documentation, must be submitted within fifteen (15) calendar days after the event concludes or its impact can be reasonably determined. Failure to provide timely notice or documentation may result in waiver of the claim.

16.3. Change orders and field change orders will be approved by the following procedure:

16.3.1. The Facilities Management Director or their designee may approve Field Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency, provided that such Field Change Orders do not extend contract time or does not expand the size, function or intended use of the project contained in the contract documents.

16.3.2. The County Manager may approve Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency; or Change Orders that, either cumulatively or individually, increase the Contract Price by ten percent of the original Contract Price or \$100,000, whichever is less, provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.

16.3.3. The Board of County Commissioners has the sole authority to approve Change Orders that increase the Contract Price by more than ten percent of the original Contract Price or \$100,000 or Change Orders that expand the size function or intended use of the project contained in the contract documents.

16.4. The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in the following ways. No change in the Contract Price will be considered unless the Contractor fully complies with the notice and documentation requirements in section 16.2:

16.4.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

16.4.2. Mutual acceptance of a lump sum or unit price.

16.4.3. Cost and a mutually acceptable fixed amount for overhead and profit.

16.4.4. If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1. For Work performed by the Contractor's own forces, the Contractor may include a maximum markup of 5% for overhead and 5% for profit, applied only to the actual direct costs of labor, material, and equipment. Labor burden, including payroll taxes, workers' compensation, liability insurance, and fringe benefits, shall not exceed 30% of the base hourly wage unless a different rate is preapproved in writing by the Owner. No additional labor-related markups shall be permitted.; and

16.4.4.2. For Work performed by Subcontractors, each Subcontractor may include a maximum combined markup of 10% for overhead and profit, applied only to their actual direct costs for labor, material, and equipment. The Contractor may then add a maximum of 5% markup on the Subcontractor's direct cost, excluding the Subcontractor's overhead and profit. The total markup for subcontracted Work shall not exceed 15% of direct costs. No markup of any kind shall be applied to general conditions, bonds, insurance premiums, permit fees, or sales tax; these items shall be billed at actual cost only, with no overhead or profit added. In such cases, and also under Paragraph 17.4.4.1, the Contractor shall submit an itemized cost breakdown in a form prescribed by the Director, along with supporting documentation.

16.5. Pay factor adjustments shall be adjusted in accordance with details outlined in the **Technical Specifications**.

17. CHANGE OF THE CONTRACT TIME

- 17.1. The Contract Time may be changed solely in a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, their notice of intent to file a claim shall be in writing delivered to the CPPS within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the CPPS in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if they makes a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraph 17.1. Such delays shall only include, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the County.
- 17.3. All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Exhibit 2, Non-Technical Specifications**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
- 17.4. Any request for an extension of Contract Time must be accompanied by a detailed Time Impact Analysis (TIA) based on the current approved project schedule. The TIA shall identify the specific delay, its impact on the critical path, and include all logic ties, float values, predecessors, and successors for affected activities. The County will only consider delays that affect critical path activities and are beyond the Contractor’s control. Time extensions will not be granted for delays that do not affect project completion or that fall within available float. The County reserves the right to reject padded or unsupported time requests, and no time extension shall be granted solely to increase General Conditions or administrative costs.
- 17.5. The Contractor shall be solely responsible for the accuracy and validity of all schedule data, including activity durations provided by Subcontractors. All proposed activity durations must be reviewed and validated by the Contractor prior to submission. If the County determines that durations appear excessive, unjustified, or inconsistent with industry norms, the Contractor shall provide written justification, including labor and material resource loading to support the durations. The County reserves the right to reject any durations that are unsupported or unreasonable.
- 17.6. All schedule updates and time impact analyses shall be submitted in native CPM format (e.g., Primavera P6 or approved equivalent) with logic ties intact. The County may request schedule backup, including resource loading, float paths, and calendars, to validate activity durations and claimed impacts.

18. NEGLECTED WORK

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the CPPS may, without prejudice to any other remedy they may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 19.1. The Contractor warrants and guarantees to the County and the CPPS that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free

from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 19.2. If required by either the Director or the CPPS prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the CPPS, correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CPPS, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the CPPS, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by their correction, removal or replacement of their defective Work.
- 19.3. If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 19.4. If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the CPPS with the appropriate reductions submitted in the application for final payment. In the event that the appropriate reduction cannot be negotiated, the provisions of **Exhibit 2, Non-Technical Specifications**, Paragraph 16.3.4 shall prevail.

20. APPLICATIONS FOR PROGRESS PAYMENTS

- 20.1. Not more than once a month, the Contractor will submit to the CPPS for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the CPPS, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at their expense.
- 20.2. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or

- otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3. The CPPS will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing their approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the CPPS in accordance with Florida's Prompt Payment Act.
 - 20.4. Upon receipt of each progress payment from the County, the Contractor shall, in accordance with Section 255.073(3), Florida Statutes, pay each of its subcontractors and suppliers all amounts due for labor, services, and materials furnished by said subcontractors and suppliers through the date of said application for progress payment for which payment has been received by the Contractor. In addition, Contractor shall include a provision in each of its subcontracts to require, in accordance with Section 255.073(3), Florida Statutes, that when its subcontractors receive a payment from Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment from the Contractor. Contractor's failure to comply with this subsection shall constitute a material breach of this Agreement.
 - 20.5. For the purposes of this Agreement, a "Claimant" is defined as all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement. Each application for a progress payment must include a Waiver of Right to Claim Against the Payment Bond (Progress Payment) from each Claimant for Work complete through the date of the Contractor's last application for progress payment (example: Contractor's 3rd application for progress payment must include waivers from each Claimant for all Work completed through the date of Contractor's 2nd application for progress payment). The form of the waiver must be in substantially the same form as set forth in Section 255.05(2)(b), Florida Statutes, and must be executed by the claimant, which said execution to be notarized by a Florida Notary Public. Contractor's requirement to furnishing written, executed and notarized Waivers from each Claimant is a condition precedent to the County's obligation to pay each application for progress payment; however, this requirement shall not apply if the Contractor's surety issues written consent to the County stating that the County may remit payments to the Contractor without first obtaining said waivers.
 - 20.6. Each application for progress payment shall constitute a representation and warranty by the Contractor that all Work has progressed to the point indicated, that the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the payment requested. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County within 10 days after receipt of payment for said progress payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "claims"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
 - 20.7. All applications for progress payments shall be processed and paid by the County, less applicable retainage, in accordance with the Local Government Prompt Payment Act, Part IIV, Chapter 218, Florida Statutes.

21. APPROVAL OF PAYMENTS

- 21.1. The CPPS's approval of any payment requested in an application for payment shall constitute a

representation by them to the County, based on the CPPS's on-site observations of the work in progress as an experienced and qualified professional and on their review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of their knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in their approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the CPPS shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that they has reviewed the means, methods and techniques, sequences and procedures of construction; or that they has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to them.

- 21.2. The CPPS's approval of final payment shall constitute an additional representation by them to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Exhibit 2, Non-Technical Specifications**, Paragraph 23, have been fulfilled.
- 21.3. The CPPS may refuse to approve the whole or any part of any payment if, in their opinion, they is unable to make such representations to the County. They may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the County from loss because:
 - 21.3.1. The Work is defective.
 - 21.3.2. Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
 - 21.3.3. The Contract Price has been reduced.
 - 21.3.4. The County has been required to correct defective Work or complete the Work in accordance with **Exhibit 2, Non-Technical Specifications**, Paragraph 18, or
 - 21.3.5. Unsatisfactory prosecution of the Work, including failure to clean up as required by **Exhibit 2, Non-Technical Specifications**, Paragraph 23.
 - 21.3.6. The County previously paid for Work that is subsequently determined by the Director to be defective, non-conforming or incomplete, then the Director may withhold from the current application for payment, and any future applications for payment, an amount equal to 150% of the cost to correct the defective Work,

22. FINAL PAYMENT

- 22.1. Upon notification from the Contractor that the project is complete, the CPPS will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2. After the Contractor has completed any such corrections to the satisfaction of the CPPS and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, they may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing forms provided by the County. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The CPPS will execute a Certificate of Completion and recommend final payment.
- 22.3. If, on the basis of their observation and review of the Work during construction, their final inspection and their review of the final application for payment, all as required by the Contract Documents, the CPPS is satisfied that the Work has been completed and the Contractor has fulfilled all of their obligations under the Contract Documents, they will, within twenty (20) days after Contractor concurrence of the final application for payment, indicate in writing their

approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the CPPS in accordance with Florida's Prompt Payment Act.

- 22.4. If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the CPPS so confirms, the County shall, upon certification by the CPPS, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the CPPS prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23. CLEANING UP

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, they will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

24. COUNTY'S RIGHT TO STOP OR SUSPEND WORK

- 24.1. If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 24.2. The County may, at any time and without cause, suspend the Work at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Price directly attributable to any suspension provided they makes a claim therefore as provided in **Exhibit 2, Non-Technical Specifications**, Paragraphs 16 and 17.

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EXHIBIT 3: SCOPE OF WORK

Scope of Work

Elevator Modernization

Elevators Covered:

- Elevator #5 (State Serial No. 73005)
- Elevator #6 (State Serial No. 73006)

Specifications:

Contractor shall provide all labor, materials, equipment, permitting, inspections, and supervision to modernize two (2) traction passenger elevators at the Alachua County Criminal Courthouse. The scope includes but is not limited to:

1. Controls & Electrical
 - Remove relay-logic controls and install non-proprietary, microprocessor-based solid-state control system (e.g., Motion 4000 or equivalent).
 - Provide all new wiring: hoistway, car, travel cables, and interconnects.
 - Install surge suppressors, isolation transformer, brownout/phase-loss circuitry.
2. Machine Room Equipment
 - Furnish and install new Imperial 545 rail-mount traction machines or equivalent.
 - Provide pit and machine room stop switches.
 - Provide car top inspection station and emergency escape hatch switch.
 - Coordinate with County for proper machine room ventilation, lighting, power, fire extinguisher, and smoke detection as required by code.
3. Safety and Code Compliance
 - Furnish rope grippers, fire service Phase I & II, and all code-required emergency operations.
 - All work to meet ASME A17.1, ADA, and Florida Building Code standards.
4. Car & Hoistway Equipment
 - Install new G.A.L. MOVFR door operators and clutch packages.
 - Replace car doors with new stainless-steel doors (#4 satin finish).
 - Provide new car operating panels at ADA height, with braille and audible indicators.
 - Install new hoistway interlocks, hall stations, direction lanterns, and position indicators.
 - Provide new travel cables and hoist ropes.
5. Aesthetic and Final Work
 - Clean, scrape, and paint elevator hoistways and related steel (guide rails, sling, pit springs).
 - Ensure all labeling and signage complies with code.
6. Testing and Inspection
 - Obtain all permits and schedule inspections with the State.
 - Contractor is responsible for re-inspection fees unless caused by owner or third parties.
7. Coordination with County's Annual Elevator Maintenance Contractor
 - To protect existing warranty coverage and ensure continuity of elevator service, the awarded Contractor shall be responsible for planning and coordinating all work related to the modernization of the elevators with the County's annual elevator maintenance contractor. Such coordination shall include, but not be limited to, scheduling of work, system shutdowns, inspections, and other activities necessary to complete the project in a safe and efficient manner.
 - If extended on-site assistance from the County's annual elevator maintenance contractor is required as part of the modernization work, the Contractor shall be responsible for any costs associated with such assistance. The County shall serve as the final authority in resolving any disputes between the Contractor and the County's annual elevator maintenance contractor.

EXHIBIT 4: BID FORM/ SCHEDULE OF VALUES



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

[SKYLINE ELEVATORS] RESPONSE DOCUMENT REPORT

ITB No. 26-551-MB

Alachua County Criminal Courthouse Elevators 5 & 6 Modernization

RESPONSE DEADLINE: November 19, 2025 at 2:00 pm

Report Generated: Friday, December 19, 2025

Skyline Elevators Response

CONTACT INFORMATION

Company:
 Skyline Elevators, Inc.

Email:
bill@skylineelevators.com

Contact:
 Bill Brinklow

Address:
 PO Box 850
 Groveland, FL 34736

Phone:
 (352) 819-5121

Website:
skylineelevators.com

Submission Date:
 Nov 19, 2025 1:31 PM (Eastern Time)

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Provide Lump sum cost for elevator 5 & 6 upgrades per Scope of Work	1	LS	\$411,470.00	\$411,470.00
TOTAL				\$411,470.00	

EXHIBIT 5: GENERAL CONSTRUCTION NOTICE TO PROCEED

NTP No.: _____ **Agreement No.:** 14855

Invoice/Billing Reference No.: _____

Project Description: #14855 - Alachua County Criminal Courthouse Elevators 5 & 6 Modernization - modernization of two (2) traction passenger elevators at the Alachua County Criminal Courthouse located at 220 S. Main Street, Gainesville, Florida 32601

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

Date Issued: _____

County Project Manager:

Contractor:

Contractor's Address: , ,

Architect/Engineer: n/a

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

ATTACHMENTS:

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

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

TIME FOR COMPLETION: The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within Seventy (70) working days of this NTP with Final Completion occurring 30 working days after the County delivers the final List to the Contractor as provided in section 6.3 of the Agreement, unless extended in accordance with §218.735(7)(c), Florida Statutes .

METHOD OF COMPENSATION:

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

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

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

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

CONTRACTOR

ALACHUA COUNTY, FLORIDA

By: _____

By: _____

Alachua County

Date: _____

Date: _____

Title: _____
Print Name and Title

ARCHITECT/ENGINEER/COUNTY (as applicable)

By: _____

Date: _____

Title: _____
Print Name and Title

EXHIBIT 6: CLOSEOUT CHECKLIST

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

Contract No. 14855 – Alachua County Criminal Courthouse Elevators 5 & 6 Modernization

Complete all applicable items.

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

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date

EXHIBIT 7: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

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

SURETY

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

OWNER (OBLIGEE)

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

AGREEMENT DETAILS

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

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

_____ By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 8: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

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

SURETY

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

OWNER (OBLIGEE)

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

AGREEMENT DETAILS

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

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

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

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

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____
Witnesses as to Contractor Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

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

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced: _____

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____

EXHIBIT 9: INSURANCE

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

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

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

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

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

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

II All Coverages

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

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EXHIBIT 9-A: CERTIFICATE OF INSURANCE

EXHIBIT 10: CONTRACTOR’S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

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

(2) Contractor, pursuant to that certain General Construction Agreement No. _____ (“Agreement”) with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “Owner,” has furnished or caused to be furnished labor, materials, and services for Bid No. 26-551-MB; #14855 - Alachua County Criminal Courthouse Elevators 5 & 6 Modernization, as more particularly set forth in said Agreement.

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

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

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

(5) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.

(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

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

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

EXHIBIT 11: FINAL PAYMENT BOND WAIVER FORM

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

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

CONTRACTOR:

PROJECT: General Construction Agreement No. 14855 (“Agreement”) for labor, materials, and services for Bid No. 26-551-MB Alachua County #14855 - Alachua County Criminal Courthouse Elevators 5 & 6 Modernization

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

DATED ON _____.

Claimant: _____

By: _____

(Name)

Title: _____

(Print Title)

STATE OF _____

COUNTY OF _____

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

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

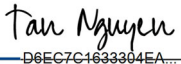
EXHIBIT 12: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE

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

Skyline Elevator, Inc.
1518 Max Hooks Road Unit D
Groveland, Florida 34736
(352) 819-5121
tan@skylineelevators.com

Project Description: **#14855 - Alachua County Criminal Courthouse Elevators 5 & 6 Modernization**; *modernization of two (2) traction passenger elevators at the Alachua County Criminal Courthouse located at 220 S. Main Street, Gainesville, Florida 32601*

CONTRACTOR

Signed by:
By:  Tan Nguyen
D6EC7C4633304EA...
Print: Tan Nguyen
Title: Executive V. P.
Date: 12/19/2025

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

EXHIBIT 13: AFFIDAVIT OF NO COERCION FOR PURSUANT TO §787.06

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

State of Florida
County of Alachua

I, Tan Nguyen, as Executive Vice-President of the , 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 .
3. I attest and affirm that does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
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:


 Signature

Tan Nguyen

 Name Printed

12/19/2025

 Date Signed

EXHIBIT 14: AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN

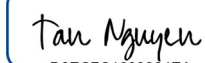
**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

Tan Nguyen, as Executive Vice-President of the , 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 .
3. I attest and affirm that the following is true and correct:
 - a. 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 .
 - c. is not organized under the laws of or has its principal place of business in a foreign country of concern.
4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

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

Signed by:


 D6EC7C1633304EA...
 Signature

Tan Nguyen
Name Printed

12/19/2025
Date Signed

EXHIBIT 15: APPENDIX H, SECURITY ADDENDUM TO CRIMINAL JUSTICE INFORMATION (CJIS) SECURITY POLICY

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

08/16/2018
CJISD-ITS-DOC-08140-5.7

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**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

08/16/2018
CJISD-ITS-DOC-08140-5.7

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addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Certificate Of Completion

Envelope Id: 69CC3FD9-95DE-495E-87BB-514BCB80531C Status: Completed
 Subject: Complete with Docusign: #14855 - AC Criminal Courthouse Elevators 5&6 Modernization with Skylin...
 Source Envelope:
 Document Pages: 55 Signatures: 4 Envelope Originator:
 Certificate Pages: 5 Initials: 0 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)

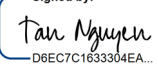
Record Tracking

Status: Original Holder: Michelle Guidry Location: DocuSign
 12/19/2025 1:21:55 PM mguidry@alachuacounty.us
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Alachua County Location: Docusign

Signer Events

Tan Nguyen
 Tan@Skylineelevators.com
 Executive V. P.
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 D8EC7C1633304EA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 108.189.12.6

Timestamp

Sent: 12/19/2025 1:24:47 PM
 Viewed: 12/19/2025 2:24:33 PM
 Signed: 12/19/2025 2:37:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/21/2025 9:57:34 AM
 ID: 804588af-15b7-40a8-b87b-25764343c7ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

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

COPIED

Sent: 12/19/2025 2:37:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/9/2025 2:41:46 PM
 ID: b6a30969-f787-41b2-be45-7b0cf30eafbe

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

COPIED

Sent: 12/19/2025 2:37:44 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Carolyn Miller crmiller@alachuacounty.us Procurement Specialist Procurement Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/19/2025 2:37:44 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/19/2025 1:24:48 PM
Certified Delivered	Security Checked	12/19/2025 2:24:33 PM
Signing Complete	Security Checked	12/19/2025 2:37:41 PM
Completed	Security Checked	12/19/2025 2:37:44 PM

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Alachua County:

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

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

To advise Alachua County of your new email address

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

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

To request paper copies from Alachua County

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

To withdraw your consent with Alachua County

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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