



**ALACHUA COUNTY  
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 22-308**

**PROJECT NO. 8227601  
AGREEMENT NO. 13282  
ALACHUA COUNTY SOLID WASTE TRANSFER STATION REPAIRS**

**J. KOKOLAKIS CONTRACTING, INC. DBA KOKOLAKIS CONTRACTING**

# GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between J. Kokolakis Contracting, Inc. dba Kokolakis Contracting, a Foreign Corporation, whose principle address is 202 East Center Street, Tarpon Springs, FL 34689 (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 "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

## WITNESSETH:

**WHEREAS**, the County issued Bid No. 22-308 seeking the bids from contractors to provide all labor, materials, equipment and supervision for the demolish and repair existing concrete tipping floor with high performance topping, replace the existing leachate management system, tipping floor drainage improvements, install steel cladding in the loading hopper, replace existing entrance and exit driveways; and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 22-308 the County identified the Contractor as the lowest price, responsive, responsible bidder; and

**WHEREAS**, the County desires to contract with the Contractor to perform the Work described in Bid No. 22-308 and the Contractor desires to perform the Work to 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, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

### 1. **THE WORK:**

The Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the Non-Technical Specifications, attached hereto and incorporated by reference as **Exhibit 1**, the Scope of Work/Technical Specifications, attached hereto and incorporated by reference as **Exhibit 2**, ~~as modified and superseded by the Bid Form/Schedule of Values, attached hereto and incorporated by reference as **Exhibit 3**~~, Addenda 1 – 6, attached hereto and incorporated by reference as **Exhibit 11**, and the Plan entitled *Alachua County Solid Waste Transfer Station Repairs*, Final Plans/Drawings, dated July 2022, for *Invitation to Bid No. 22-308, Project No: 8227601, "Alachua County Solid Waste Transfer Station Repairs"* attached hereto and incorporated by reference as **Exhibit 12** (collectively the documents referenced and attached as Exhibit 1, 2, and 11 are hereinafter referred to as the "Contract Documents"), and all incidental and necessary work and services thereto (collectively, the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 4**.

### 2. **TERM OF AGREEMENT:**

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

terminated as provided herein.

3. **COMPENSATION AND PAYMENT:**

- 3.1. For completion of all Work in accordance with this Agreement, the Contractor shall be paid the sum of One Million, Six Hundred Ninety-Five Thousand Dollars and Zero Cents (\$1,695,000.00) (the “Contract Amount”), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 3**.
- 3.2. As a condition precedent for any payment, the Contractor shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The 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 the Contractor, which signature shall constitute the 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 the 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 the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Solid Waste & Resource Recovery Director  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
[Gus@alachuacounty.us](mailto:Gus@alachuacounty.us)

- 3.3. 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:

J. Kokolakis Contracting, Inc. dba Kokolakis Contracting  
202 East Center Street  
Tarpon Springs, FL 34689  
[www.jkokolakis.com](http://www.jkokolakis.com)

- 3.4. Except as otherwise authorized in Section 3.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work

4. **ALACHUA COUNTY MINIMUM WAGE**

- 4.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article 12, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors

providing selected services to Alachua County government. "Covered Employees," as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

- 4.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 10**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 4.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 4.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 4.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

5. **PROGRESS PAYMENTS AND RETAINAGE:**

- 5.1. 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. In case of conflict in payment terms, the terms in the NTP shall prevail.
- 5.2. 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 the Contractor pursuant to Section 5.3.
- 5.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to achieve final completion of the Work. Contractor will provide a first draft of the List within fifteen (15) days of notice of Substantial Completion. The County will notify the 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 the Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Upon completion of all items on the List, the Contractor may submit an application for Final Payment request 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%) percent of the total cost to complete such items until the Contractor has rendered complete, satisfactory and acceptable 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 the Contractor.
- 5.4. The County shall not be obligated to make payment to the Contractor for amounts that are

the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

6. **ASBESTOS FREE MATERIALS:**

- 6.1. 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.
- 6.2. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the 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.

7. **LIQUIDATED DAMAGES:**

- 7.1. 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 Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is One Hundred Fifty (150) Working Days, as defined in **Exhibit 1: Non-Technical Specifications**, from the begin date listed in the Notice to Proceed. Contract Time for Final Completion is 30 calendar days from the date the County delivers the final List to the Contractor as provided in section 5.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 7.2. 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 the Contractor to achieve Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Seven Hundred Fifty Dollars and Zero Cents (\$750.00) per day for each and every calendar day after the date fixed for Substantial Completion the Work.
- 7.3. 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 the Contractor to achieve final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Seven Hundred Fifty Dollars and Zero Cents (\$750.00) per day for each and every calendar day after the date fixed for such completion for the Work.

8. **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, the Contractor shall furnish to the County the Contractor's Final Payment Affidavit in the form provided in **Exhibit 8**. The 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 9** or on a form acceptable to the County.

9. **GOVERNING ORDER OF DOCUMENTS:**

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

- 9.1. Amendments and Change Orders;
- 9.2. This Agreement;
- 9.3. Non-Technical Specifications from Bid No. 22-308 (**Exhibit 1**);
- 9.4. Bid Form/Schedule of Values (**Exhibit 3**)
- 9.5. Addenda 1 – 6 from Bid No. 22-308 (**Exhibit 11**)
- 9.6. Scope of Service/Technical Specifications from Bid No. 22-308 (**Exhibit 2**);
- 9.7. *Alachua County Solid Waste Transfer Station Repairs*, Final Plans/Drawings, dated July 2022, for Invitation to Bid No. 22-308 (**Exhibit 12**);
- 9.8. Notice to Proceed;

10. **INDEMNIFICATION**

- 10.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor’s indemnification obligation shall not exceed One Million, Six Hundred Ninety-Five Thousand Dollars and Zero Cents (\$1,695,000.00), the Contractor agrees to indemnify and hold harmless the County, and its officers 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 the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.
- 10.2. The 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.
- 10.3. 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.
- 10.4. In any and all claims against the County or any of its agents or employees by any employee of the 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.
- 10.5. 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.

11. **PROJECT RECORDS**

11.1. **General Provisions:**

- 11.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form,

characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

11.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

11.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

## **11.2. Confidential Information:**

11.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

11.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

11.2.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public

records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 11.3. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT EMAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

## **12. AUDITING RIGHTS AND INFORMATION**

- 12.1. 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.
- 12.2. 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.

**13. INSURANCE:**

Throughout the term of this Project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 7**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 7-A**.

**14. PERMITS:**

The 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 the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

**15. BONDS:**

15.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Work, the 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 5 & 6**, 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 the 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 the 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.

15.2. 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 the Contractor.

**16. SEVERABILITY AND AMBIGUITY:**

It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity

or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

**17. AMENDMENT:**

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

**18. INDEPENDENT CONTRACTOR:**

In the performance of this Agreement, the 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. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither the 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.

**19. 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 Solid Waste & Resource Recovery Manager.

**20. 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.

**21. LAWS AND REGULATIONS:**

The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to Work required by this Agreement. The 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 the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

**22. COMPLETE AGREEMENT:**

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

**23. 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.

**24. SUCCESSORS AND ASSIGNS:**

The 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. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

**25. NO THIRD-PARTY BENEFICIARIES:**

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

**26. COUNTERPARTS:**

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

**27. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**

27.1. The 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 the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the 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.

27.2. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

**28. DEFAULT AND TERMINATION**

28.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the County to cure the default. The County Manager, or their designee, is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager, or their designee, is authorized to provide final termination notice on behalf of the County to the Contractor.

28.2. The County may terminate this Agreement without cause by first providing at least thirty

(30) days written notice to the Contractor prior to the termination date. The County Manager, or their designee, is authorized to provide written notice of termination on behalf of the County.

- 28.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to any notice of termination.
- 28.4. If the Contractor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment, or if it fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the County Manager, or their designee, or otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 28.5. Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.
- 28.6. Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

29. **WORKPLACE VIOLENCE** Employees of the 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.

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

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

30. **DUTIES AND OBLIGATIONS** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement (No. 13282) 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.

31. **POLLUTION ABATEMENT** The 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.

32. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY** Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of the Contractor's employees or agents or others for whose acts the Contractor is legally liable, claim shall be made in writing to the other Party within a reasonable time of the first observance of such injury or damage.
34. **HEALTH CONSIDERATIONS** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
35. **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 the 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.
36. **U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM**
  - 36.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.
  - 36.2. The Contractor shall expressly require any subcontractors performing Work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Marihelen Wheeler, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

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

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

**CONTRACTOR**

DocuSigned by:  
By: Roderick C. Voigt  
1D968459FE0A470...

Print: Roderick C. Voigt

Title: EVP

Date: 8/1/2022

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