

**AGREEMENT BETWEEN ALACHUA COUNTY &
SOLAR IMPACT, INC. FOR ALACHUA COUNTY HEALTH DEPARTMENT
SOLAR PHOTOVOLTAIC SYSTEMS
NO. 13529**

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

WITNESSETH:

WHEREAS, the County publicly issued a(n) RFP 22-327 seeking qualified firms or individuals to provide solar photovoltaic systems for the Alachua County Health Department Building (“Project”); and

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

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

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

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

1. **Recitals.** The foregoing recitals are incorporated herein.

Scope of Services/Work. In accordance with the terms and conditions of this Agreement including but not limited to, the Special Conditions, attached hereto as **Exhibit “1”** and incorporated herein, Contractor agrees to provide and install a solar photovoltaic systems for the Alachua County Health Department building, which is also utilized by the Alachua County Community Support Services Department , as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “2”** and incorporated herein (“Services”). It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

2. **Term.** This Agreement is effective upon execution by both Parties and continues until the completion of Services is determined by both Parties, unless earlier terminated as provided herein.

3. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:

- A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
- B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this

Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

4. **Payment.**

- A. For completion of all Services in accordance with this Agreement, Contractor shall be paid the sum of Five Hundred Fifty-Nine Thousand, Four Hundred Twenty Dollars and Zero Cents (\$559,420.00) (the "Contract Amount"). The Parties agree that the amount to be paid to Contractor for the Services will not exceed Five Hundred Fifty-Nine Thousand, Four Hundred Twenty Dollars and Zero Cents (\$559,420.00) ("NTE amount"). Payment will be in accordance with the Rate Schedule/Schedule of Values attached as **Exhibit "3"** and incorporated herein.
- B. The County shall establish a five percent (5%) contingency fund in an amount that SHALL NOT EXCEED Twenty-Seven Thousand, Nine Hundred Seventy-One Dollars and Zero Cents (\$27,971.00) (hereinafter, the "Contingency").
- C. Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Contract Documents. Contractor shall not proceed with any portion of the Services which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Services and obtaining County's express written authorization to proceed prior to commencing that portion of the Services.
- D. Contractor acknowledges and agrees that any Services which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractor's Services compensated within the Contract Amount and not chargeable against the Contingency. The County reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Amount. Contractor has no entitlement to any portion of any unused Contingency.
- E. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Facilities Management
915 SE 5th Street
Gainesville, FL 32601
FacFiscal@alachuacounty.us

- F. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- G. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- H. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- I. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

5. **Progress Payments and Retainage.**

- A. That it is agreed by both Parties hereto that progress payments and final payment for Services performed will be made in accordance with the provisions as stipulated in the NTP and the Contract Documents.
- B. 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 5(C).
- C. Within thirty (30) days of Substantial Completion of the Services 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 Services. Contractor will provide a first draft of the List within fifteen (15) 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 Services 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 Services pursuant to the Agreement. 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.
- D. 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.

6. **Asbestos Free Materials.**

- A. All Services 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.

- B. 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.

7. **Liquidated Damages.**

- A. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Services. The Services shall begin with the date provided in the NTP to Contractor by the County. The time for Substantial Completion is One Hundred Eighty (180) Working Days from the begin date listed in the NTP. The time for Final Completion is Thirty (30) Working Days from the date the County delivers the final List to the Contractor, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- B. Inasmuch as failure to complete the Services 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 Services 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 Services.
- C. Inasmuch as failure to complete the Services 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 Services 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 Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every working day after the date fixed for Final Completion for the Services.

8. **Release of Claims.** It is agreed that when all Services 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 "8"**, 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 "9"**, attached hereto, or on a form acceptable to the County.

9. **Governing Order of Documents.** In cases of discrepancy, the governing order of documents is as follows ("Contract Documents"):

- A. Amendments and Change Orders;
- B. This Agreement;
- C. Special Conditions (**Exhibit "1", attached hereto**);
- D. Scope of Service/Work (**Exhibit "2", attached hereto**);
- E. Notice to Proceed;
- F. Contractor's Proposal Submittal (**Exhibit "10", attached hereto**)

10. **Bonds.**

- A. 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 “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 Services 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 Services shall be furnished in a manner and form satisfactory to the County.
- B. 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.

11. **Waivers of Claims and Continuing Obligations.**

- A. Contractor's obligations to perform and complete the Services 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 Services by the County shall constitute an acceptance of Services not in accordance with the Contract Documents.
- B. 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.

12. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “7”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “7-A”**.

13. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

14. **Deliverables.** All Project deliverables and documents are the sole property of County and may be

used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

15. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

16. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "11"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$17.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

17. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by

Contractor.

- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

18. **Indemnification.**

- A. 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), 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

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

To Contractor:

Solar Impact, Inc.
4509 NW 23rd Ave
Suite 20
Gainesville, FL 32606
(352) 338-8221
barry@solarimpact.com

Cc: kevin.endres@solarimpact.com

To County:

Facilities Management
915 SE 5th Street
Gainesville, FL 32601
(352) 374-5286
FacFiscal@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

20. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

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

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

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to

provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

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

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60)

calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

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

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
0E797AG46776481...

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
Kevin Endres, CPE
By: _____
197F03DC6B6B45A...

Print: Kevin Endres, CPE

Title: Chief operating officer

Date: 10/19/2022

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 CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1

Special Conditions

Hours of Work.

1. Standard Work hours for the Services 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 Services at any time or access the site of the Services without specific written (by memorandum or email) of the County's representative.
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.
3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.
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

Work Authorization.

1. Any Services required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Scope of Services/Work (**Exhibit "2"**).
2. Alachua County shall issue a Notice to Proceed in the form similar to that contained in **Exhibit "4"**, attached.
3. NTPs issued under this Agreement, shall authorized by signature of the County designee.
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.

Scheduling of Work.

1. The County will issue an NTP for the Services. The first day of performance under an NTP shall be the effective date specified in the NTP. Any preliminary work started or material ordered or purchased before receipt of the NTP shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Services 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 Services complete and ready for its intended use Contractor shall request Alachua County to inspect the Services to determine the status of completion.
2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County and State of Florida Department of Health operations and personnel.
3. If moved, 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 Services. 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. 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.
5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Services. Proposed traffic control methods shall be submitted to Alachua County for approval, prior to placement. Contractor shall coordinate with the County a minimum of one (1) week prior to needing to close the parking lot or any access roadway. See below for additional information on traffic and barriers.

Contractor's Responsibilities.

1. Contractor shall supervise, perform and direct the Services 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 Services under this Agreement. Contractor shall ensure that the completed Services complies accurately with the Contract Documents.
2. Contractor's Superintendent: Contractor shall employ a competent resident superintendent who shall at the Project site during the progress of the Services. 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 appropriate 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.

Design.

1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Services. 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.
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.

Alachua County-Furnished Utilities.

1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Services 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.
2. Water:
 - a) 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 Services 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.
 - b) All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Services. All Services 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.

3. Electricity:

- a) The County shall furnish to Contractor from existing County facilities and without cost to Contractor, electricity necessary for the performance of Services 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.
- b) 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 Services 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.

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.

Procedures.

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 Services and to develop mutual understanding relative to the administration of the Agreement.
2. The Services of this Agreement shall be determined by the Scope of Services/Work (**Exhibit "2"**). Contractor shall perform its construction Services 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 Services. 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.
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.
4. Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

Project Meeting.

1. To enable orderly review during progress of the Services, and to provide for systematic discussion of problems, the Contractor will conduct project meetings throughout the construction period.

- a. Minutes: The Contractor will compile minutes of each project meeting and will furnish copies to the County Project Coordinator. The Contractor may make and distribute such other copies as he wishes.
- b. Except as noted below for Preconstruction meeting, project meetings will be held as necessary, but at least monthly. Coordinate as necessary to establish mutually acceptable schedule for meetings.
- c. To the maximum extent practicable, meetings will be held at the job site.
- d. Preconstruction Meeting will be scheduled after the County Project Coordinator has received the signed contract from the Board of County Commissioners. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The County will advise other interested parties and request their attendance.

Product Data at Job Site.

Satisfactory evidence as to the kind and quality of all materials and equipment, in the form of shop drawings, manufacturer's literature, samples, or certification shall be readily available at the job site at all times for the County's inspection regardless of whether such evidence has been required in the Contract Documents for submittal to the County Project Coordinator.

Record Drawings.

1. In accordance with the requirements of the Agreement, the Contractor will provide the County with a set of reproducible drawings as required and at Contractor's expense as follows:
 - a. If the Contractor elects to vary from the Contract Documents, and secures prior approval of the County Project Coordinator, for any phase of the work other than those listed below, it shall record in a neat readable manner all such variances on the reproducible drawings furnished.
 - b. Record drawings shall be maintained by the Contractor as the work progresses and as follows:
 - i. All deviations from sizes, locations and from all other features of all installations shown in the Contract Documents shall be recorded after approval from the County Project Coordinator.
 - ii. In addition, it shall be possible, using these drawings, to correctly and easily locate, identify, and establish sizes of all piping, directions and the like, as well as all other features of work which will be concealed underground and/or in the finished building.
 1. Locations of underground work shall be established by dimensions to column lines of walls, locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.
 2. For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases, this may be by dimension. In others it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. County Project Coordinator's decisions shall be final.
 - c. The following requirements apply to all Record Drawings:
 - i. They shall be maintained at the Contractor's expense.
 - ii. All such drawings shall be done carefully and neatly by a competent draftsman and in form approved by the County Project Coordinator.
 - iii. Additional drawings shall be provided as necessary for clarifications.
 - iv. They shall be kept up-to-date during the entire course of the Services and shall be available on request for examination by the County Project Coordinator and, when necessary, to establish clearances for other parts of the Services.

- v. The record drawings shall be returned to the County Project Coordinator on completion of the work and are subject to the approval of the County Project Coordinator.
- vi. Contractor may elect to retain the services of an independent CAD operation to computerize the field As-Builts so all field conditions are electronically documented.

Project Closeout.

Prior to the Contractor submitting its final payment request, all closeout paperwork is to be complete and submitted in a three-ring binder with each section indexed and tagged. The closeout binder shall include, but is not limited to, the following list of items. The Contractor is to refer to each Section of the Project Manual for any additional items.

a. General List of Closeout Documents:

- i. Provide a typed list of all Contractors, Subcontractors and Suppliers (if applicable) with addresses, telephone numbers and Contact's name.
- ii. Contractor and County punch list with each item identified with a signature as being successfully corrected and verified, or an explanation as to its current position.
- iii. All test results as noted in each section of the project manual.
- iv. Original copies of Final Releases (Conditional Releases will not be accepted).
- v. As-built Drawings (Hard Copy and Computer Scans). Provide two (2) copies.
- vi. Equipment Maintenance Binders (two (2) hard-copy minimum, and an electronic copy, unless noted otherwise elsewhere in this Agreement).
- vii. Warranties dated the date of substantial completion as noted by the County Project Coordinator.
- viii. Date anticipated for one-year warranty inspection (\pm two weeks prior to the one-year warranty expiration).
- ix. Complete electronic copy of the approved shop drawings.
- x. Complete copy of all test results.
- xi. Provide Final Completion Documents and verification that all permits have been closed.

Cost Reporting and Payments.

1. Schedule of Values: At least two weeks prior to filing the first payment request, the Contractor shall submit to the County Project Coordinator a correct, completely itemized schedule of the different materials or subdivisions of the work, based as nearly as possible on the sections of the specifications and as required by the General Conditions. Quantities and unit prices of labor and materials shall be given, and each item shall include all items required for the execution of the Contract. Total columnar footings shall equal the Contract sum. The schedule shall be made up in accordance with the Application for Payment form, bound in the specifications pertaining to this project. Each item shall include prorated shares of profit and overhead.
2. Progress Payments: Applications for payment shall be made monthly for the work done and for materials suitably stored at the site up to the last day of the previous month, or since the time of the last previous application for payment. Refer to County provided front-end of this Agreement.
3. Electronic submission of applications partial payment, signed and notarized, shall be submitted to the County Project Coordinator on the following forms as bound in the specifications pertaining to this Project:
 - a. Application for Payment.
4. The County Project Coordinator shall certify payment of 95% of the value of Services and materials, according to best judgment of the correct amount.

5. The remaining 5% shall be retained until completion of the Services and acceptance by the Owner.

General Coordination.

1. Contractor will coordinate the Services of all trades so that any related work or items shown or specified elsewhere throughout the Contract Documents are included and the work completed as intended.
2. Contractor will coordinate the Services of all trades so that each will have sufficient space and time within which to work properly and efficiently.
3. Changes in the intended design of the Project as a result of improperly coordinated construction work will not be allowed. Delays in the Services caused by rejections of installed materials due to improper coordination, and as otherwise specified, will not be considered valid justification for extensions of Contract time if such are requested by the Contractor.

Job Site Administration.

1. **Project Superintendent:** The Contractor shall provide a qualified, superintendent at the Project site throughout the construction. The superintendent shall maintain, at the job site, a complete and accessible file containing all submittals, shop drawings, and samples approved by the County Project Coordinator as well as supplemental erection or installation instructions for these items.
2. **Site Access:** Access to the site and construction operations shall at no time interfere with normal business operations of existing neighboring buildings or their parking, nor cause damage to any of the existing buildings, paving, utilities or landscaping. In the event that any should occur, the Contractor shall repair, replace, or otherwise correct the damage at its own expense.
3. **Periodic Cleaning:** The Contractor shall maintain the building and site in a safe manner, free from accumulation of construction debris. Contractor will clean and remove debris from the Project site at least once a week.
4. **Site Maintenance:** Contractor will comply with the requirements of the governing authorities concerning the use of the public streets and right-of-way's for deliveries, access, and construction. Contractor will maintain in good condition and repair or replace pavement, curbs, utilities and other improvements damaged during construction to the satisfaction of the County.
5. **Preconstruction Organization:** Before beginning Services at the site the Contractor shall attend a preconstruction conference scheduled by the County Project Coordinator and bring with him the Superintendent employed for this Project. In the event the Contractor is unable to attend, it shall send a letter of introduction by the Superintendent in which he advises the Superintendent's full name and states that he or she is assigned to the project and will be in full responsible charge. At this time all parties concerned will discuss the Project and prepare a program of procedure in keeping with requirements of the Specifications. The Job Superintendent or his designee will be present on the job site at all times the job site is manned by the Contractor or any Subcontractor. This will ensure the County Project Coordinator representative will have access to a representative of the Contractor at all times. The Superintendent shall henceforth make every effort to expeditiously coordinate all phases of the Services, including the required reporting procedure, to obtain the end result within the full purpose and intent of the Specifications for the Project. The Contractor's representative (Superintendent) will insure that any County equipment/instructional material left in the construction area shall not become a victim of theft, damage, or destruction. The Contractor shall not remove the Superintendent without first contacting the County Project Coordinator in writing. Then only by providing the new Superintendent enough time to familiarize themselves with the Project.
6. **General:**
 - a. Prior to the start of construction, the County Project Coordinator will arrange a preconstruction meeting to be attended by the County and Contractor.

- b. The purpose of this conference will be to discuss and clarify contract administration procedures which will be employed during construction.
 - c. Pre-construction meeting shall be held at time and date to be determined by the County.
7. Pre-construction Meeting:
- a. Attendance:
 - i. County Project Coordinator
 - ii. Contractor and Job Superintendent (Sub-Contractors)
 - iii. Building "User" group (FDOH).
8. Agenda:
- a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Relation and coordination of subcontractors.
 - d. Designation of responsible personnel and duties.
 - e. Processing of field decisions and Change Orders.
 - f. Submittals of Shop Drawings.
 - g. Use of premises and site.
 - h. Delivery of materials.
 - i. Security procedures.
 - j. Other pertinent activities.

Submittals.

1. General
- a. Construction Schedule:
 - i. The Contractor, within ten (10) days of award of the Contract, shall prepare and submit, with approval of the County Project Coordinator, a final graphic construction schedule showing dates upon which each item or Subdivision of the Services shall begin and end. Schedule shall also show required delivery dates for material or equipment to be supplied by the County.
 - ii. The graphic schedule shall be divided into at least weekly periods so that at any period the actual state of the work may be clearly determined.
 - iii. Schedule shall be updated monthly and distributed to appropriate agencies.
 - b. Manufacturer's Specifications:
 - i. Where the name of a concern or manufacturer is mentioned on the Drawings or in the Specifications in reference to the required Service or Product, and at no qualifications or specifications of such is included, then the material gauges, details of manufacturer, finish, etc., shall be in accordance with the standard practices, directions, or specifications. The Contractor shall be responsible for any infringement of patents, royalties, or copyrights which may be incurred thereby.
2. Products
- a. Shop Drawings and Samples:
 - i. Shop Drawings and submittals as required by other Sections of these Specifications shall be submitted in a timely manner, dated and contain the following: name of Project; and complete description or names of equipment, materials and items, and complete information including locations which materials are to be installed, and methods of attachment or anchorage.
 - ii. Shop Drawings shall be accompanied by transmittal letter containing Project name, Contractor's name, number of drawings, titles and other pertinent data. Each submittal shall be numbered sequentially and the reference number used as identification on all correspondence.

- iii. Submittals shall be submitted electronically and may be manufacturers printed data sheets adapted to the project requirements.
- iv. Shop Drawings submitted to the County Project Coordinator for approval shall first be thoroughly checked for conformance and interfacing with adjacent systems and approved by the Contractor, the prima facie envelope of which shall be a "checked" stamp marked "Approved as Noted" on each Shop Drawing, placed thereon by the Contractor. Shop Drawings received without the Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the County Project Coordinator and marked in one of the following ways:
 - 1. No exceptions taken.
 - 2. Comply with markings.
 - 3. Revise and re-submit.
- v. It shall be the responsibility of the Contractor to properly schedule the submission of Shop Drawings for approval to allow adequate time for checking of Drawings, manufacturer and shipment of items to job site in sufficient time to prevent delaying Progress Schedule. The County Project Coordinator will require roughly two and one half (2-1/2) weeks to review shop drawings of average size. Larger complicated drawings will require additional time. Color related shop drawings may be reviewed at the County Project Coordinator's discretion without having all the color related samples on hand and note colors to follow until overall color scheme has been finalized.
- vi. It shall also be the responsibility of the Contractor to coordinate the preparation of Shop Drawings of items that will be furnished by more than one manufacturer but are designed to interface when installed.
- vii. The Owner will not grant time extension based on delays due to improper scheduling of work; and the Owner, at his discretion, may withhold progress payments until such time as these requirements are fully satisfied.
- b. Warranties and guarantees shall begin on the official date of substantial completion and shall be in effect for a minimum of one year unless specified for a longer period. Include all specific items covered, company name(s) and addresses and name of person authorized to warrant or guarantee items, if not blanket coverage.
 - i. If, within any guarantee period repairs or changes are required in connection with the guarantee work which, in the opinion of the County Project Coordinator, is rendered necessary as the result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the Owner, and without expense to the Owner, proceed to:
 - 1. Place in satisfactory condition in every particular, all of such guaranteed work, correct all defects therein, and:
 - 2. Make good all damages to the structure or site or equipment or contents thereof which, in the opinion of the County Project Coordinator, are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contracts; and
 - 3. Make good any work; materials; equipment; contents of structures or site disturbed in fulfilling any such guarantee. If the Contractor, after notice, fails to proceed promptly to comply with the terms of guarantee, the Owner may have the defects corrected and the Contractor and his Surety shall be liable for all expenses incurred.

3. Operation and Maintenance Manuals: The Contractor shall deliver to the County, as part of the Final Completion Requirements; Two (2) hard-copy and an electronic complete set of Maintenance and Operating Manuals, in hardcover ring binders, indexed and divided into the Sections, with tabs for ease of locating the various Sections. The copies are to be submitted directly to the County Project Coordinator. Contractor shall deliver to the Owner: two (2) hard-copy and an electronic copy of the manufacturer's name and address, nearest distributor's name, address and phone number, nearest service representative's name, address, office and home phone numbers, complete diagrams, operating instructions, maintenance manuals and parts lists for each item of equipment.
4. Review of Submittals:
 - a. County Project Coordinator's review is for general compliance with Contract Documents. Markings do not relieve Contractor from compliance with requirements of Contract Documents. The Contractor is responsible for correctness of dimensions and details and for coordination of the work of all trades.
 - b. Any submittal marked "Revise and Resubmit" shall be corrected in a timely manner and clearly marked as a re-submittal.
5. Written Documents:
 - a. All written documents, including letters, transmittals and requests by the Contractor shall be on standard letter or legal-size paper and include Contractor's name, project name, County project number, date, and be signed by authorized personnel.
 - b. The County Project Coordinator, in noting and marking submittals, will use the color red. The Contractor shall use the color green. All other colored markings shall be disregarded.
 - c. Contractor shall have at least one complete set of Contract Documents, approved submittals and Shop Drawings on the job site at all times, when work is in progress.
6. As-Built Drawings:
 - a. During the progress of the work, the job Superintendent shall record on their field sets of Drawings the exact locations, as installed, of all underground and otherwise concealed conduit which were not installed exactly as shown on the Original Drawings.
 - b. With reference to electrical work if required, the exact conduit runs shall be shown on these Drawings.
 - c. these Drawings.
 - d. Upon Final Completion of the Services, the data shall be recorded in ink, to scale, by a competent draftsman on black line prints on transparent (reproducible) paper of the Contract Drawings. Where changes are to be recorded, the black line prints shall be erased before the changes are made. Each sheet shall bear the date and name of the Subcontractor submitting the Drawings. Two sets of the black line prints and an electronic copy shall be submitted to the County Project Coordinator upon completion.
 - e. As built finals shall be delivered at Final Completion as part of the close out documents.

Progress Reporting.

1. Progress Schedule
 - a. **Within ten (10) days after the date of the Owner's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the County Project Coordinator a final construction schedule** graphically depicting the activities contemplated to occur as a necessary incident to performance of the Services required to complete the project, showing the sequence in which the Contractor proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity.
 - b. At least once each month, the Owner/County Project Coordinator shall determine whether the construction schedule developed and submitted by the Contractor meets the requirements stated above and whether the progress of the Services complies with the Contractor's schedule. Failure of the Contractor to develop and submit a construction

schedule as aforesaid shall be sufficient grounds for the County Project Coordinator to find the Contractor in substantial default and certify that sufficient cause exists to terminate the contract or to withhold any payment.

- c. Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the
- d. Owner/County Project Coordinator. Failure of the Contractor to update, revise and submit the Construction Schedule as aforesaid shall be sufficient grounds for the County Project Coordinator to find the Contractor in Substantial Default and certify sufficient cause exists to terminate the Contract or to withhold payment to the Contractor until a schedule or schedule update acceptable to the County Project Coordinator is submitted.
- e. The Contractor shall have the option of scheduling a substantial completion date established by the Contract Documents for substantial completion; provided, however, in such event such earlier substantial completion date will be recognized by the Owner only as a matter of convenience to the Contractor and shall not change the date for substantial completion established by the Contract Documents or be otherwise binding on the Owner or anyone under the Owner's control; and provided further, however, in such event should events occur during performance of the Services necessary to complete the Project which would justify the granting to the Contractor of an extension of the Contract, the Contractor shall be entitled to receive only such an extension of the Contract Time as is determined by the County Project Coordinator to be due the Contractor as follows:
 - i. In the event the currently approved Contractor's schedule indicates completion ahead of the contractually established date for Substantial Completion, the time extension to the Contract shall only be determined, when the total time directly affecting the critical path of the schedule is added to the end date of the schedule thereby making a new end date beyond the contractual completion date, as the time between the contractual completion date and the new schedule end date.
 - ii. In the event the currently approved Contractor's schedule indicates completion at or after the contractually established date for Substantial Completion, the time extension shall only be added to the contractually established date for Substantial Completion and shall be determined by the County Project Coordinator as the portion of delay time directly affecting the critical path of the current approved contract schedule.

2. Progress Reports

- a. As accompaniment to the monthly updated Progress Schedule, the Contractor shall submit a Monthly Progress Report in a concise and attractive format approved by the County Project Coordinator. The Monthly Progress Report shall address separately each of the following topics:
 - i. General progress of the work during the preceding month.
 - ii. Progress outlook for the upcoming month.
 - iii. Change orders, including status of any pending changes in the work.

- iv. Administrative: Delays in the work during the preceding month; current or anticipated delays; any needed decisions regarding the work. Information needed from the Owner/County Project Coordinator.
- b. Photographs illustrating the report and/or documenting the progress may be included in the report as required by the County Project Coordinator.

Procedures and Quality Control.

1. The interests of the County, the Contractor, and others concerned with the Services require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.
2. General requirements for the quality of the Services, when not otherwise covered in more specific detail in the Specifications, will be governed by certain trade standards as described in this section on "Procedures and Quality Control."
3. These Specifications consider the project as a whole and assume its completion under a Contractor. Further, the scope of subcontractors and the quantities of materials and labor supplied to the Contractor by others are assumed to be matters governed by agreement between the Contractor and his subcontractors and suppliers and not by agreement between the Owner and any subcontractor or supplier.
4. Various sections of the construction specifications are intended to govern only the quality of Services and/or materials incidental to the particular branch of work mentioned in this section title. Sections are not intended as itemizations of the work or materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.
5. The furnishing of all items of material, labor, equipment, and/or incidentals necessary to the completion of the project as a whole will be expected when such items are called for on the Drawings by diagram, note, or schedule, are listed in the Specifications, or are reasonably inferred by either or a combination of both to ensure a complete assembly and project.
6. Preconstruction Conference: Before beginning Services at the site, the Contractor shall attend a preconstruction conference and shall bring with him/her the Superintendent employed for the duration of the project. Also, instruct the subcontractors or their representatives to attend this meeting. At this time, all the parties concerned will discuss the project under Contract and will prepare a program of procedure in keeping with the requirements of the Drawings and Specifications. The Superintendent shall henceforth make every effort to expeditiously coordinate all phases of the Services, including the required reporting procedure, to obtain the end result within the full purpose and intent of the Drawings and Specifications for the project.
7. Warranties: Except as otherwise specified, all Services shall be warranted by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship from the date of final completion of the Contract, or use of the Project (for which it was designed) by the County in accordance with the time frames set forth in the Scope (Exhibit "2") and the Proposal (Exhibit "10"), whichever is longer.
8. If, within any warranty period, repairs or changes are required in connection with the warranted Services, which in the opinion of the County Project Coordinator, are rendered necessary as the result of the use of the materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, proceed to:
 - a. Place in satisfactory condition, in every particular, all of such warranted Services, and correct all defects therein.
 - b. Make good all damage to the structure or the site, or equipment or contents thereof, which, in the opinion of the County Project Coordinator, is a result of the use of materials, equipment of workmanship which are inferior, defective, or not in accordance with the terms of the Contract.

- c. Make good any work or materials, or the equipment and contents of structures or site, disturbed in fulfilling any such warranty.
- d. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the warranties, the Owner may have the defects corrected; and the Contractor and his/her surety shall be liable for all expenses incurred.
- e. The date of Substantial Completion issued by the County Project Coordinator will be the date the warranties will commence. If a product is replaced for any reason the new date of that item's warranty will begin when that item has been successfully installed and found to be in working order.

Temporary Facilities

1. **Temporary Storage Sheds:** The Contractor may provide on-premises at convenient location with respect to building construction areas, suitable watertight storage sheds for storage of materials, equipment, and tools which might be damaged by exposure to the weather. Sheds shall be of sufficient size and capacity to hold all damageable materials that may be on site at one time. Floors shall be raised at least six inches above the ground and be supported by heavy joists or sleepers. Contractor shall maintain sheds in good condition and shall relocate same from time to time as necessary where preliminary location might interfere with subsequent work. Remove sheds when no longer needed.
2. **Public Protection:** The Contractor shall provide applicable temporary public protection facilities and precautions to avoid damage to persons and property including streets, utilities, and adjacent private and public property. Compliance with "Occupational Safety and Health Act of 1970" Federal Statute, and Part 1926, "Safety and Health Regulations for Construction", published by the Associated General Contractors of America is required. The Contractor shall minimize delivery of construction materials and heavy traffic to and from the site during one critical hour when occupants are arriving and leaving the site. The Owner will advise the Contractor of the times at the Preconstruction Meeting.
3. **Fire Hazards:** The Contractor shall observe and enforce compliance by all trades engaged in work under the Contract with requirements of city, county, state, federal, and Insurance Underwriter's regulations to minimize fire hazards incidental to the work.
4. **Watchman and Janitor Service:**
 - a. **Watch Requirements -** The Contractor may employ and pay for watchmen, or a watchman's service, as he/she deems necessary to protect his/her own interest, and he shall be responsible for and pay for losses or damages to the Owner's materials or other property as a result of theft, mysterious disappearances, or intrusions by strangers.
 - b. **Janitorial Requirements -** The Contractor shall keep sanitary facilities clean and supplied, dispose of waste, attend to drinking water requirements, and render such other housekeeping or janitorial services as may necessary to keep job office, job site, the work and temporary toilets clean and in first class conditions.

Barriers.

1. **GENERAL**
 - a. **Summary:** It is the intent of this section to provide for the furnishing, erecting, providing and installing of all protective barriers to prevent harm to workmen or students by adequately marking and designating work areas that may be cause of such harm and to adequately mark those areas containing stored materials to prevent damage.
 - b. **Description:**
 - i. Erect barriers around areas of construction to warn all persons of the possible hazards of personal injury when entering such areas. Erect barricades around open holes and work edges or other such items which may, because of location of

work areas or type of work, because of injury or harm to any person within construction areas.

- ii. Erect barriers around existing planting areas to protect landscaping plants from damage due to construction operations, storage of materials and abuse by workmen.
- iii. The Contractor shall erect barriers or fences to protect materials stored on-site and to prevent children from playing on stored materials and equipment.

2. PRODUCTS

a. Barriers:

- i. Barricade may be portable, prefabricated types or erected and fabricated on-site of wood or rope and chains.
 - 1. Signs:
 - a. Post at not more than 12 feet apart and attached to barricade.
 - b. Attach signs stating "Danger" or "Do Not Enter".
 - 2. Flags: post red colored flags at not more than 6 feet apart.
 - 3. Barricades:
 - a. Each barricade type shall meet OSHA standards.
 - b. OSHA standards exceed all other type barricades listed herein.
- ii. Landscaped Areas: Erect barriers to prevent workmen from entering or storing materials in planting areas.

3. EXECUTION

- a. Barriers shall remain in place during entire construction operations, from demolition until substantial completion.
- b. Barrier locations will be determined on the plan sheet as approved by County Project Coordinator and will be discussed at the Pre-construction Meeting.
- c. Barriers shall be removed at completion of all construction operations.

Temporary Fencing.

1. GENERAL

- a. Summary: It is the intent of this Section to provide for the furnishing and installing of the temporary fencing and all associated work and accessories.
- b. Work Included:
 - i. Contractor will bear all fencing expenses.
 - ii. Work included is a convenient listing of the significant items described within this Section and shall not be construed as the only work applicable or related to this Section.
 - iii. Work includes, but is not limited to:
 - 1. Chain link fabric.
 - 2. Posts.
 - 3. Gates.
 - 4. Accessories.
- c. Quality Assurance - Erector Qualifications: Minimum three (3) years' experience installing similar fencing.
- d. Submittals: Submit manufacturer's products data describing installation methods procedure with standard drawings of fence and gate installation.

2. PRODUCTS

- a. General: Fence components shall be galvanically compatible.
- b. Chain Link Fabric - F.S. RR-F-00191/1, Type II:
 - i. Once piece fabric, full height 6 ft.
 - ii. Mesh size 2".
 - iii. Wire diameter finish gauge 11.

- c. Gates - F.S. RR-F-00191/2, Type I, double swing:
 - i. Fabric: Same as fence fabric.
 - ii. Hinges: Standard type.
 - iii. Latches: Plunger bar type, operable either side of gate with padlock hasp.
 - d. Framework: Posts: F.S. RR-F-00191/3, Type I, Class 3.
3. EXECUTION
- a. Preparation:
 - i. Contractor shall obtain underground locations of any below grade utilities prior to installation of any/all temporary fencing.
 - ii. Contractor shall obtain "dig" permits, as required.
 - iii. Measure and lay out complete fence line according to the site drawings. Take measurements parallel to the surface of the ground. Run fence to the existing fence for a temporary tie in.
 - iv. Locate and mark position of post. Locate line posts at equal distance spacing not exceeding 10' centers. Locate corner posts at positions where fence changes direction more than 10 degrees.
 - b. Installation:
 - i. Posts:
 - 1. Maximum of 8' spacing.
 - 2. Minimum of 2' depth.
 - ii. Fence Fabric:
 - 1. Stretch fabric tight between terminal posts. Position the bottom of fabric approximately 1" to 2" above ground level at each post.
 - 2. Attach fabric to terminal post using tension bars and tension band.
 - 3. Attach fabric to line posts using wire ties or clips.
 - iii. Gates:
 - 1. Install gates plumb and level 1/4" to 10 ft.
 - 2. Adjust hardware to provide smooth operation.
 - 3. Gate posts shall be set in concrete 3,000 PSI, minimum of 2 feet.
 - c. Removal: Remove fencing at completion of construction. Remove all evidence of fencing. Fill holes and tamp. Remove all cuttings, clippings, and concrete.

Temporary Controls.

- 1. GENERAL
 - a. The General Provisions of the Contract, including the General Requirements, Supplementary Conditions, and Special Conditions, (if any), along with the General Requirements, apply to the Work specified in this Section.
 - b. In addition to the controls specified elsewhere in this Specification, the Contractor shall maintain control of the construction site and environmental effects which are present during construction.
 - c. The Contractor shall maintain controls over noise, dust, water, pests and rodents, and pollution sources present during construction to locally acceptable levels.
 - d. Debris Control: The Contractor shall keep the building, site, and adjacent properties, free from the accumulation of construction debris during the life of the construction project. Clean and remove debris at least once a week.
 - e. Protection: Adequate protection measures shall be provided to protect all workmen and passers-by. Street and adjacent property shall be duly protected throughout the work. All remaining trees and plants shall be carefully protected from damage. Shoring, sheeting and bracing shall be provided to prevent caving, erosion or gullies of sides of excavations.

- f. Protection: Adequate protection measures shall be provided to protect the wetlands around the facility which are managed by the Water Management District.

Materials, Storage and Protection.

1. GENERAL

- a. All materials shall be new and delivered to the site in original manufacturer's or fabricator's bundles, packages, containers, etc. and tagged or otherwise marked or labeled for proper identification.
- b. Store all materials in appropriate manner from elements and weather off ground, under cover or in enclosures as required by manufacturer's recommendations, code or trade association recommendations.
- c. Ventilate enclosed or covered areas to prevent moisture damage to materials.
- d. Do not allow materials to become unusable by contamination from foreign matter, frost, ice, rust, corrosion, etc.
- e. Obtain all similar types of materials or products from single manufacturer, produced by similar or duplicate methods. Do not change sources or brands during the course of the work unless approved by the County Project Coordinator.
- f. Contractor is to coordinate sidewalk closure, if necessary, to accommodate loading and unloading of materials and temporary storage of construction dumpster. Contractor is to ensure that any construction related work is secured and fenced from the public with all necessary flagging, warning signage, and safety measures in place at all times.

2. PRODUCTS

- a. As required by specifications.

3. EXECUTION

- a. Inspect all materials and products prior to installation or incorporation into the work.
- b. Do not install materials or items which are damaged or otherwise not acceptable. Acceptance of project is contingent upon all items or materials being in proper operating condition and free from defects, blemishes or damage.
- c. Install all items specified or referenced by specification in locations and manner shown or required. Proprietary items shall be installed in manner and under conditions recommended by the manufacturer.

Close-Out Requirements.

1. GENERAL

- a. Related Documents: The General Provisions of the Contract, including the General and Supplementary General Conditions and General Requirements, apply to the work specified in this Section.
- b. Description of Work: As each phase of the work is completed and prior to the Owner's semi-final inspection, the following cleaning shall be done:
 - i. Completely clean the entire area of dust and debris created by this work.
 - ii. Remove any paint spots or splatter.
 - iii. Clean and polish finish metal to remove any work residue.
 - iv. Dust clean exterior lighting fixtures and mechanical and miscellaneous equipment effected by construction.
 - v. Clean concrete sidewalks.
 - vi. Clean site of construction debris.
 - vii. Thoroughly clean all existing conditions effected by this construction and police all joints and neatly caulked.
- c. After the work is occupied by the Owner, it is not the Contractor's responsibility to do further cleaning; however, before final acceptance, clean or otherwise repair any damage, or soiling of finish materials that can be attributed to the Contractor's workmen.

- d. Record Drawings: Each day during the progress of the work, the Contractor shall require the job superintendent for the subcontractors to record, on their field sets of drawings the exact locations, as installed, of all concealed conduit and equipment which were not installed exactly as shown on the Contract drawings.
- e. Conduit which are installed in furred spaces, pipe chases or other spaces, which can be readily inspected by the use of access panels or other means of access, will not be considered as being concealed.
- f. With reference to electrical work, the exact runs of concealed conduit shall be shown on these drawings.
- g. The Contractor shall review the completed record drawings and shall ascertain that all data furnished on the drawings is accurate and truly represent the work as actually installed.
- h. The prints, including those unchanged and changed, shall be submitted to the County Project Coordinator when completed, for certification at the time of Substantial Completion.
- i. Close-Out of the Work: The following items cover the conditions necessary to the completion of the project. As-builts are to be provided in the most recent CAD file, or reproducible, as directed by County Project Coordinator at project closeout. Contractor may elect to sub out CAD work to incorporate all field modifications during construction as part of the final project close-out.
 - i. Basic Requirements Prior to Final Inspection - Upon substantial completion of all General Construction, and prior to the County Project Coordinator's punch list inspection, complete all of the following:
 - 1. General Construction.
 - 2. Painting and finishing.
 - 3. Cleaning of glass, tile, and metal work.
 - 4. Clear grounds of the Contractor's shacks, equipment, fences, and building supplies.
 - 5. All life safety items in working order and certified.
 - 6. Closeout Documents and Construction Documentation with electronic CAD file.
 - ii. Contractor's Semi-Final Inspection - When work is substantially complete, as defined by the General Conditions, Contractor is to make an inspection of the entire work and, with the assistance of all subcontractors, make a detailed list of all items still to be completed. Then request payment for substantially completed work as provided for under the paragraph pertaining to payments in the General Conditions and in Supplementary Conditions. Along with this request, submit to the County Project Coordinator two copies of the list of items to be completed. County Project Coordinator will inspect or review the work or submittals to identify minor project deficiencies. County Project Coordinator will not provide extensive or exhaustive inspections of incomplete or incorrect work.
 - iii. County Project Coordinator's Semi-Final Punch List - Upon receipt of the above written request and information from the Contractor, the County Project Coordinator/Owner will make a detailed semi-final inspection of the work. If the County Project Coordinator finds the work to be substantially complete, he/she will prepare a for payment by the Owner and will attach thereto the punch list of items to be completed or corrected. This list may not be exhaustive, and failure to include an item on it does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents, including authorized changes thereto. If the County Project Coordinator does not concur in the Contractor's claim of substantial completion, he/she will notify the Contractor

- and will state the reasons for the decision and terminate the inspection. The Contractor shall thereafter take steps to correct the deficiencies and to bring the work to substantial completion, after which he/she will repeat the same process.
- iv. Contractor's Request for Final Payment - With the request for final payment, submit a copy of the latest punch list with all completed items checked off. If any items on the punch list are not checked off, explain their status and when they can be expected to be completed or corrected. In addition, the Contractor is to submit complete and accurate closeout documents. When project is deemed complete, the County Project Coordinator is to conduct Final Inspection.
 - v. Items required prior to Final Inspection - As the punch list of uncompleted or uncorrected items is completed, submit the following to the County Project Coordinator for approval:
 1. Operating Instructions - Furnish the following:
 - a. Complete operating instructions on all solar PV and electrical items. In cases where detailed specifications require operating instructions to be framed and placed in equipment rooms, it will not be necessary to furnish additional instructions.
 - b. In addition to furnishing operating instructions, have the appropriate subcontractor instruct a representative of the Owner in the operation of equipment. Submit to the County Project Coordinator a letter stating the name of the Owner's representative who has been instructed and the dates such instruction was given.
 2. Warranties - Furnish all manufacturers' warranties which have been included with equipment. Date of warranty is to reflect date of Certified Substantial Completion or in the case of replacement material or parts, the date the equipment/material has been successfully placed in service. Contractor shall inform the Owner of any extended warranty benefits.
 3. Keys and Special Wrenches - Tag all keys and special wrenches with the designated use. In the event the keys have been turned over directly to a representative of the Owner, furnish a signed receipt from such representative.

Note: The hardware supplier will check all hardware once in place to ensure the smooth operation of each of the hardware sets.
 4. Guarantees - Furnish written warranties, signed by the subcontractor and the Contractor, in accordance with the owner's front-end requirements.
 5. Final Releases of Lien - Furnish affidavits and Final Releases of Lien in addition to the owner provided front-end requirements.
 6. Two (2) complete copies of shop drawings.
 7. Date of post-occupancy, pre one-year site inspection (roughly two to three weeks prior to the one-year general warranty anniversary).
 8. All test certifications.
 - vi. Final Payment: Upon receipt of the above-listed documents and information, the Owner will make a final inspection of the project. If all punch list items are complete or corrected, the County Project Coordinator will recommend that final payment be made. The final payment will be withheld, however, until after the final inspection and approval by the Owner.
 - vii. Project Closeout Documents Checklist:

Exhibit 1, cont.

PROJECT CLOSE OUT DOCUMENTS

- ___ Completed Checklist of Unconditional Release of Liens (Attach) for each construction participant participating in this project
- ___ As Built Drawings (Hard Copy and Two copies of scanned drawings on a computer disk)
- ___ Electronic file of As-Built conditions
- ___ Warranties as Appropriate (Dated to reflect substantial inspection date, or replacement date)
- ___ Owner's Manuals for All Equipment/Project
- ___ Certification that the Final Punch List Is Completed
(Verified and Signed by contractor/ representative of owner)
- ___ A Copy of Each Shop Drawing
- ___ Extras and Overages of Material - $\pm 2\%$ of products used
- ___ Letter stating No Lead or Asbestos Related Products were used on the Project
- ___ All Life Safety Certifications
- ___ Record of County employee training on all equipment
- ___ Certification of Commissioning and Acceptance Testing

OWNER _____ CONTRACTOR _____

DATE _____

Exhibit 2: Scope of Services/Work

1.1 **Description of Project and Site Location for Solar Photovoltaic System**

Alachua County Board of County Commissioners are continuing with the implementation of additional solar projects on building roof tops, covered parking lots and installing ground mounted systems where possible. The Contractor, in accordance with the terms of this Agreement, its exhibits and the Contract Documents will provide the following solar photovoltaic system at the following building (“Project”)

<u>Building</u>	<u>Proposed System Size</u>
CSS/Health Department	337,000 W

1.2 **General Specifications**

This Project scope is for a PV system, interconnected to the utility grid with utility providers at the Alachua County Community Support Services & Florida Department of Health (CSS/Health Department) building roof top located in Alachua County.

- 1.2.1 The Contractor will perform several functions:
 - 1.2.1.1 design the project and approve of materials selected for the project
 - 1.2.1.2 provide certified and approved construction documents
 - 1.2.1.3 provide the County with the return on investment (ROI)
 - 1.2.1.4 oversee the project installation
 - 1.2.1.5 accompany County Staff during the one (1) year warranty inspection
- 1.2.2 Contractor must work with County staff, consultants and other agencies in achieving the County’s goals of installing this solar project on the CSS/Health Department rooftop.
- 1.2.3 Whatever system is proposed and accepted, it must be certified by the Florida Solar Energy Center (FSEC) as required by Florida Statutes and noted as such. Solar vendor and individuals employed by the Solar vendor, including subcontractors, must be appropriately licensed by the State of Florida to perform the specific services described in this Scope of Service.
- 1.2.4 Due to possible interruption of operations creating a detriment to building occupants and building staff members, it is requested that Contractor be prepared to modify their installation schedule and to not interfere with building proceedings.

1.3 **Design and Installation**

The Contractor shall design, engineer and install the solar PV systems to maximize the solar energy resources at the selected site. The following outlines the general requirements of the bidder for this type of project.

- 1.3.1 Provide and install complete PV power system with on-going tracking and monitoring devices.
- 1.3.2 All PV power system designs supplied for this project must have a design review and approval from the Florida Solar Energy Center (FSEC).
- 1.3.3 All PV power system interconnection design must comply with Gainesville Regional Utilities’ (GRU) Agreement for Interconnection and Parallel Operation of Distributed Resources which can be reviewed at their website, GRU.COM, if applicable; Or, the applicable utility provider serving each site location. It is the responsibility of vendors to verify with the site utility provider that the vendors have employed the latest version of the Interconnection Agreement in this proposal. Contractor should list the date of the version of the agreement used in preparation of the design.
- 1.3.4 Specify layout and location of the system at the preferred site.

- 1.3.5 Specify an appropriate interconnect to the utility grid that meets the utility provider's specifications.
- 1.3.6 Deliver, secure, assemble and install the equipment at the site location.
- 1.3.7 Solar vendor shall conduct acceptance testing on the system and a minimum of one-hour training for site location on the operation and maintenance of the system.
- 1.3.8 Provide required documentation and Systems Operations Manual.
- 1.3.9 Due to possible high wind loads and subsequent potential for damage from flying debris, all PV arrays must be securely installed to roof structure, as appropriate, dictated by site conditions. Wind load calculations shall be appropriate to this site and provided as part of the Systems Operation Manual.
- 1.3.10 All PV arrays should be oriented in such a way as to maximize annual energy production in compliance to GRU's Zero net power production.
- 1.3.11 The Solar vendor will develop a material list and work with the County to direct purchase any and/or all necessary material for the job if there is an estimated cost savings for direct purchase.
- 1.3.12 Work with the County project coordinator for negotiating any connection requirements with the utility providers.

1.4 **System Configuration and Operational Requirements**

- 1.4.1 The PV power system shall include an array of PV modules and support structures and enclosure, an inverter and associated balance-of-system (BOS) components including wiring, conduit, over current devices, surge suppression and grounding equipment, load sub panels and metering equipment.
- 1.4.2 The Contractor shall supply all equipment, materials, permits and labor necessary to install the solar PV system and integrate them with other power sources. The awarded vendor shall install PV modules, inverters and other components that meet the FSEC Standards.

1.5 **Electrical Interconnection**

The Contractor shall supply and install all equipment required to interconnect the solar PV system to the utility distribution system. The Contractor shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be the responsibility of the Contractor.

1.6 **Monitoring**

The Contractor shall provide a turnkey data acquisition and display system that allows the County to monitor, analyze and display historical and live solar electricity generation data at the site. The system shall allow County to monitor at a minimum, system performance, system availability, capacity factor and degradation. The cost for the monitoring system shall be included in the pricing.

1.7 **Commissioning and Acceptance Testing**

- 1.7.1 Required commissioning and acceptance test services includes:
 - 1.7.1.1 starting up the solar PV systems until they achieve the performance requirements
 - 1.7.1.2 conducting the successful delivery of power within thirty (30) days following completion of a system
- 1.7.2 Solar Voltaic, Balance of System and Interconnection Technical\Standards

1. Customer side of utility revenue meter	National Electrical Code
2. Inverters	Underwriter's Laboratory Standard 1741 [2]
3. Interconnection requirements for PV systems	Institute of Electrical and Electronics Engineers IEEE 1547
4. Utility Electric Distribution Systems	National Electrical Safety Code
5. Safety Standard for Flat Plate PV modules and panels	UL Standard 1703
6. Qualification of PV Modules	IEEE 1262-1995 or IEC Standard 61646
7. Utility Interface of PV systems	IEEE Standard 929

1.8 **Systems Operations Manual for O&M, Documentation, and As-Built Drawings**

The Contractor shall provide two (2) sets of site-specific operation, maintenance, and parts manuals for the installed solar PV system. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment at that site. The awarded vendor shall also provide two sets of as-built drawings.

1.8.1 These requirements shall be delivered prior to acceptance of the site-specific system.

1.9 **O&M Training**

The Contractor shall provide training to appropriate personnel selected by the County such that those personnel can start-up, shutdown, operate, monitor, maintain and troubleshoot the systems provided. The County and Contractor shall agree upon dates of training at least four weeks before commissioning.

1.9.1 Date (s) of training shall be planned prior to the system start-up.

1.10 **Rebates and Renewable Energy Credits**

If there is an opportunity for utility rebates or Renewable Energy Credits to reduce the system cost to the County. The Contractor must provide, within two weeks of commissioning, all associated documentation needed to assist County in its effort to secure these rebates.

1.10.1 The awarded vendor also agrees to assist the County in applying for these rebates. Any Renewable Energy Credits (REC) generated by this project are the property of Alachua County.

1.11 **Warranties and Guarantees**

System warranties must be provided on the individual components, as part of the Systems Operations Manual along with supporting documentation. Panels recommended shall have at least a 25-year warranty. All other supplied components must have a minimum 5-year warranty. The method for implementing a warranty provision must be clearly established and handled by the system supplier as the single point of contact for warranty services.

1.11.1 The Contractor will provide documentation to the County that the installed system does not invalidate the roof warranty.

1.12 **PV Equipment**

Contractor will include solar modules, inverter (s), roof mounting hardware, monitoring equipment and balance of system equipment as a package. The Contractor shall specify expected life of the system, as well as for individual components, projected power production, panel degradation rates, and life-cycle energy cost in cents per kilowatt-hour.

1.12.1 All PV power equipment included in the proposal, if accepted by County must have a design review and approval from the Florida Solar Energy Center (FSEC).

1.12.2 Structural calculations confirming wind loading that meets County code requirements shall be required.

1.12.3 The approved, by the County, panel will be a crystalline panel (either single or poly-crystalline); preference will be given to this technology. Other panel technology will be evaluated against this preference. The PV modules must meet industry-accepted standards for performance, reliability, and safety. Evidence to support these criteria must be contained in the manufacture's system manual, which shall include all applicable information concerning the equipment and installation.

1.12.4 PV modules and panels must be listed and in compliance with the Underwriters Laboratories (UL) standard 1703, Standard for Safety: Flat-Plate Photovoltaic Modules and Panels. PV modules must also meet or exceed IEC 61215 and any other relevant standards, in addition to utility standards required in the Agreement for Interconnection for compliance with the utility provider. The PV equipment must be able to withstand high wind loads and potential damage from flying debris.

1.12.5 All solar panels must be at least 6 inches above the roofing materials.

1.12.6 Any newly exposed steel must be protected with marine-grade sealants for corrosion resistance.

1.12.7 Roof-mounted array layouts shall be designed to provide minimum of 3 feet walking access around the perimeter of the roof and convenient access to existing roof-mounted HVAC equipment, where applicable.

1.12.8 All components must be secured to reduce potential for damage, vandalism, or theft.

1.13 **Inverters**

A single or multiple inverter(s) rated for maximum efficiency and sized appropriately for the PV system will be required. The inverter(s) must be listed and in compliance with UL 1741-2005, "Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources," and all elements of the IEEE 1547 interconnection standards.

1.14 **Hardware**

Generally, the County is interested in fixed mounts (non-tracking) but will entertain proposals with tracking systems. The system hardware must be in compliance with UL 1741.

1.15 **Monitoring Equipment**

Solar vendor proposal shall also include a web-based data acquisition and display system that allows the County to monitor, analyze and display historical and real-time solar electricity generation data for all installed sites. The system shall allow the County to monitor at a minimum, system performance, system availability, capacity factor and degradation. The vendor shall provide one year of monthly reports of system performance

and consistent oversight of system monitoring.

1.16 **System Installation**

Installation of the PV power system shall be performed by the successful awarded vendor, including coordination with County staff, utility provider and permitting authorities. The Vendor must provide detailed descriptions and references for previous work of this nature, as well as proof of certification to perform this work for both the vendor's firm and individuals who will be employed by the firm.

- 1.16.1 Integrator shall prepare, maintain, and abide by Site Safety Plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.
- 1.16.2 Construction work shall be designed to minimize impact to facility operations. Integrator shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the County prior to beginning construction.
- 1.16.3 All asphalt, concrete, landscaping, and other areas that are disturbed during construction shall be remediated and returned to original condition, or equivalent condition as approved by the County.
- 1.16.4 After completion of work, site shall be left clean and free of any dirt or debris that may have accumulated during construction. All construction equipment, spoils, and other construction byproducts shall be removed from the site.
- 1.16.5 All electrical enclosures and equipment shall be installed to be readily accessible to qualified personnel only. Fences or other protection may be required per County specifications.
- 1.16.6 All visible conduits and electrical equipment shall be painted or aesthetically dressed per County specifications.
- 1.16.7 Location of existing underground utilities must be marked by Sunshine 811 prior to any underground work.

1.17 **Operations and Maintenance Documentation and Training**

Vendors shall include all necessary operations and maintenance instructions and schedules needed for County Staff to perform operations and maintenance tasks. A complete description of the work tasks and schedules that should be followed by County Staff should be included.

- 1.17.1 The vendor shall be required to provide one year of maintenance to maintain system warranty.

1.18 **System Pricing**

Each proposed design shall include a performance evaluation that describes, at a minimum, the following:

- 1.18.1 System Cost.
- 1.18.2 Cost of the Equipment, Itemized Listing
- 1.18.3 Cost of All Materials, Itemized Listing
- 1.18.4 Cost of Services, Itemized Listing
- 1.18.5 Installation Cost Per Watt of the Proposed System
- 1.18.6 Calculations Supporting All Above Cost

1.19 **Energy Delivered**

Vendors shall provide, at a minimum, the following:

- 1.19.1 Calculation of the amount of energy to be produced, in kW-hours on an annual

basis. This calculation may be included as part of the IRR

1.20 **Performance Measures**

Vendor must provide a detailed analysis of the proposed system prior to installation via an Internal Rate of Return (IRR) calculation. Internal Rate of Return (IRR) calculations will be prorated out over a 25-30 years, including estimated amount of energy produced, value of energy, maintenance cost, and insurance cost on an annualized basis.

1.21 **Delivery Schedule.**

A proposal should include the time required to deliver the equipment and complete the work. While a specific schedule will be part of the negotiations with the top ranked firm, each proposer should provide a discussion estimation, based on their knowledge of the industry, on the general time requirements. Include this schedule in response to Section 5.5, Ability to meet time and budget requirements.

Exhibit 3: Rate Schedule/Schedule of Values**Table 1. Price breakdown for 337 kW system with 10-degree tilt and SolarEdge inverters**

Description	Cost	Cost per Watt
PV Modules	\$195,460	\$0.58/W
Inverter	\$64,030	\$0.19/W
Racking	\$70,770	\$0.21/W
Labor	\$74,140	\$0.22/W
Balance of System	\$34,600	\$0.10/W
Commissioning	\$4,718	\$0.01/W
Permit/Design	\$6,740	\$0.02/W
P&P Bond	\$16,783	\$0.05/W
Overhead	\$92,179	\$0.27/W
Total Cost	\$559,420	\$1.66/W

Balance of System Item	Cost	Cost per Watt
Connex	\$1,400	\$0.004/W
Lull	\$3,950	\$0.012/W
Jack-and-Bore	\$2,750	\$0.008/W
Electrical Gear	\$5,300	\$0.016/W
Conduit	\$5,500	\$0.016/W
Wiring	\$6,900	\$0.020/W
Fittings/Strapping	\$1,500	\$0.004/W
PV Wire	\$7,300	\$0.022/W
Total Cost	\$34,600	\$0.103/W

Exhibit 4: General Construction Notice To Proceed

NTP No.: _____

Agreement No.: 13529

Invoice/Billing Reference No.: _____

Project Description: Alachua County Health Department Solar Photovoltaic Systems

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

Date Issued: _____

County Project Manager:

Contractor: Solar Impact, Inc.

Contractor's Address: 4509 NW 23rd Avenue, Gainesville, Florida 32606

Architect/Engineer:

This Notice to Proceed (NTP) is issued in accordance with the terms of the Agreement No. 13529, dated _____ between the County and the Contractor (“Agreement”). Execution of this NTP by County shall serve as authorization for the Contractor to perform the Services 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 Services/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 Services authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within One Hundred Eighty (180) working days of this NTP with Final Completion occurring 30 working days after Substantial Completion.

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

Title: _____
Print Name and Title

ARCHITECT/ENGINEER/COUNTY (as applicable)

By: _____

Date: _____

Title: _____
Print Name and Title

Exhibit 5: 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 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 6: 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 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 Services 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 Services 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 Services 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 Services 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: _____

Witness 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 7: Insurance Requirements

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

The Contractor shall procure and maintain for the duration of this contract 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 the 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 the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The 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

The 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 contract (original if contact is renewed) or prior.



ADDITIONAL REMARKS SCHEDULE

AGENCY Partners Insurance Agency		NAMED INSURED Solar Impact, Inc	
POLICY NUMBER N/A		EFFECTIVE DATE:	
CARRIER Multiple Carriers	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

(continued from Description of Operations)
 Workers Comp: Barry Jacobson

Vehicles Summary

#	Year	Make	Model	VIN	Fleet ID	Co Vehicle #
1	2002	Honda	Odyssey	2HKRL18952H505304		5
2	2006	Isuzu	Npr	JALB4B16067006813		1
3	2011	Hammerdown	Trailer	1H9BU2029BN577179		2
4	2012	Mits	I Miev Es/Se	JA3215H16CU023584		3
5	2007	Dodge	Sprinter 2500	WD0PE745475214430		4
6	2015	Ford	C-Max	1FADP5CU6FL101825		6
7	2015	Toyota	Prius	JTDKN3DU6F1977171		7
8	2002	HONDA	ODYSSEY, EX 3.5L	2HKRL18952H505304		0
9	2007	MINI	COOPER HARDTOP, 2DR CPE 1.6L	WMWMMF735X7TL86903		0
10	2002	HONDA	ODYSSEY	2HKRL18952H505304		1
11	2009	Star	Solar Car 48-2-R	1J9G26229AG342473		0
12	2009	Star	Solar Car 48-2-R	1J9G26229AG342797		0
13	2002	HONDA	ODYSSEY	2HKRL18952H505304		1
14	2012	HONDA	FIT	JHMGE8H3OCCO25642		2
15	2002	Honda	Odyssey	2HKRL18952H505304		5
16	2006	Isuzu	Npr	JALB4B16067006813		1
17	2011	Hammerdown	Trailer	1H9BU2029BN577179		2
18	2012	Mits	I Miev Es/Se	JA3215H16CU023584		3
19	2007	Dodge	Sprinter 2500	WD0PE745475214430		4
20	2015	Ford	C-Max	1FADP5CU6FL101825		6
21	2015	Toyota	Prius	JTDKN3DU6F1977171		7
22	2017	Toyota	Prius Plug-In, 4DR Hatchback,	JTDKARFP1H3040130		0
23	2006	Isuzu	Npr	JALB4B16067006813		1
24	2012	Mits	I Miev Es/Se	JA3215H16CU023584		3
25	2015	Toyota	Prius	JTDKN3DU6F1977171		7
26	2017	Toyota	Prius Plug-In, 4DR Hatchback,	JTDKARFP1H3040130		0
27	2018	Lamar Trailer	Model F8022027 8'x20'	5RVF82020JP065879		0
28	2019	Isuzu	NPR-XD, Tiltmaster, 6.0L	54DC4W1B8KS811522		0
29	2019	Isuzu	NPR-XD, Tiltmaster, 6.0L	54DC4W1B6KS811521		0
30	2019	Isuzu	NPR-HD, Tiltmaster, 6.0L	54DC4W1BXKS813871		0
31	2000	Dodge	Ram Pickup Base, 2DR Cab,	3B6MC3653YM220663		0
32	2012	Toyota	Prius c, 4DR Hatchback, 1.5L	JTDKDTB3XC1027937		0
33	2006	ISUZU	NPR	JALB4B16067006813		1
34	2012	MINSUBISHI	I MIEV	JA3215H16CU023584		2
35	2015	TOYOTA	PRIUS	JTDKN3DU6F1977171		3
36	2017	TOYOTA	PRIUS PRIME	JTDKARFP1H3040130		9
37	2018	Lamar 8x20 trailer	Model F8022027 8'x20'	5RVF82020JP065879		10
38	2019	ISUZU	NPR HD	54DC4W1B8KS811522		4
39	2019	ISUZU	NPR HD	54DC4W1B6KS811521		5
40	2019	ISUZU	NPR HD	54DC4W1BXKS813871		6

AGENCY CUSTOMER ID: 00002196

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of _____

AGENCY Partners Insurance Agency		NAMED INSURED Solar Impact, Inc	
POLICY NUMBER N/A		EFFECTIVE DATE:	
CARRIER Multiple Carriers	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Vehicles Summary

#	Year	Make	Model	VIN	Fleet ID	Co Vehicle #
41	2000	DODGE	RAM 3500	3B6MC3653YM220663		7
42	2012	TOYOTA	PRIUS C	JTDKDTB3XC1027937		8

Locations Summary

Loc#	Description	Address
Location 1	Office - Location Address Only	4501 NW 23rd Avenue Gainesville, FL 32606
Location 1	Millhopper Branch Library	> 3145 NW 43rd St Gainesville, FL 32606
Location 2	Headquarters Library	401 East University Avenue Gainesville, FL 32601
Location 1	Job site	410 N Kingsway Rd Seffner, FL 33584
Location 2	Job Site	8916 N Blvd Tampa, FL 33604

Exhibit 8: 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 Agreement No. 13529 (“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 RFP No. 22-327-TW; Alachua County Health Department Solar Photovoltaic Systems, 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 Services 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 Services to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

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

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

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

Exhibit 9: 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: Solar Impact, Inc.

PROJECT: Agreement No. 13529 (“Agreement”) for labor, materials, and services for RFP No. 22-327-TW Alachua County Alachua County Health Department Solar Photovoltaic Systems

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 10: RFP #22-327-TW Proposal Submittal



100% Employee Owned

4509 NW 23rd Ave, Suite 20, Gainesville, FL 32606 Office 352-338-8221 Fax 352-395-7659 Web www.solarimpact.com

Letter of Interest

Subject: Alachua County RFP #22-327-TW

Date: May 10, 2022

To Whom It May Concern:

Solar Impact, Inc., is pleased to respond to the Alachua County solar RFP and is interested in participating in these projects. We appreciate and share Alachua County's commitment to moving towards net zero! Solar Impact is dedicated to providing cost-effective paths to 100% renewables.

We have thoroughly reviewed the RFP documents and are confident in our ability and availability to perform all of the tasks described in the RFP and addenda.

Sincerely,

Barry M Jacobson, PhD, PE
President

Licensed & Insured: CVC56761 & EC13011480





Alachua County Board of County Commissioners

Response to RFP 22-327-TW

Solar Photovoltaic Systems for the Alachua County Health Department



Solar Impact, Inc.
4509 NW 23rd Ave, Suite 20
Gainesville, FL 32606
352-338-8221



PROJECT UNDERSTANDING AND APPROACH

We have thoroughly read the RFP and addenda and understand the scope and objectives to be achieved in this project. We appreciate Alachua County's efforts to support solar and will do everything possible to achieve the overall goals of deploying a quality solar solution at the best possible price. Solar Impact has a long history of creating solutions to meet each customer's unique goals. For example, our solar projects on the Alachua County public schools leveraged the GRU feed-in tariff program to install over 2,000 kW of solar on open school roofs at no cost to the school system. This project provides over \$2.5 million in guaranteed roof lease income to the school board and ownership of the system at the end of the 20-year roof lease.

If awarded this project, Solar Impact will first conduct a structural load analysis to determine if there are any structural limitations in accordance with our proposed design. This is unlikely, but could be a "show-stopper". Next, the remaining design documents would be developed and submitted to County staff for approval. Following approval these design documents would be submitted for permitting and to the utility. Concurrently, we would commence procurement of the equipment and coordinate with County staff on the project to ensure that day-to-day functions are not impacted by the solar project. Once the permits are approved, we would install the equipment and commission equipment. Upon completion of final inspections and authorization of grid interconnection by GRU, the system will be energized. Finally, the project will be closed out with the delivery of all project documents to, and training of County staff.

This project can be readily accommodated into Solar Impact's current workload as described below in the section "Current Workload and Ability To Satisfy The County Requirements".

DESIGN AND INSTALLATION

Our president, Barry Jacobson, PhD, PE, has over 15 years of experience in the safe design, installation, and maintenance of solar photovoltaic projects. Solar Impact staff have designed and installed over 100 commercial projects of comparable size and scope to the project described in this RFP. All solar projects meet or exceed all local, state, and national wind load, structural, electrical, and safety requirements, including those required by GRU and FSEC. Signed and sealed construction documents are provided for each project.

ALACHUA COUNTY HEALTH DEPARTMENT SOLAR DESIGN AND INSTALLATION

The solar system for the Alachua County Health Department is a straightforward design and installation that we have performed many times. The PV modules will be mounted above the surface on non-roof penetrating ballasted racking and tilted from the roof surface to optimize efficiency. The 3-phase 277/480VAC inverters, GRU required solar disconnect, and renewable energy credit (REC) meter will be mounted outside as close as possible to the building's service transformer and meter.



Alachua County
Health Building
Solar Project



337 kW Photovoltaic System
695 485W PV Modules
3 SolarEdge 120kW Inverter

May 9, 2022

Working at the County Health Department will require careful coordination with Alachua County staff for safety, accessibility, and noise requirements. In addition, we recognize and will address the possible need for continuous electricity for key refrigeration system. At the Josiah T Walls Building, we had similar continuous electricity requirements and we able to address them.

We are very familiar with the requirements for this type of project. We will closely coordinate with County staff. We will also work with the roofing manufacturer to guarantee that the roof warranty is maintained. The estimated completion time for this project is 23 weeks including a month for the permit to be released and a 5-day acceptance period. The construction time onsite would be 10 weeks. See the Gantt chart on the following page, which details the work tasks.

SYSTEM CONFIGURATION AND OPERATIONAL REQUIREMENTS

Each solar electric system will include PV modules, support structures, inverters, and the associated balance-of-system components that are required to install the solar PV systems and integrate them with other power sources. The solar electric system will meet or exceed all FSEC standards. Solar Impact will supply all of the equipment, the designs, and labor necessary to successfully complete each project.

PV MODULES

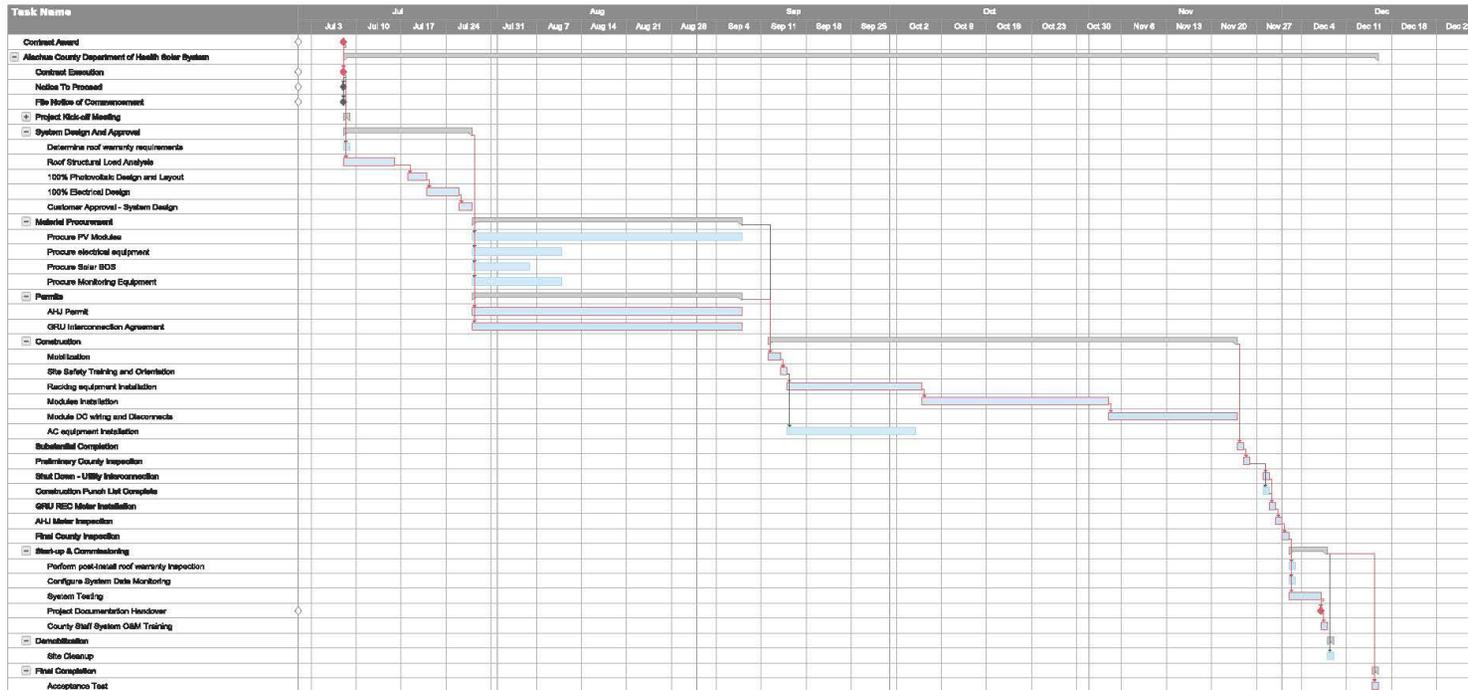
Solar Impact has selected Q-Cells PV modules for the best combination of quality and price. We have used their solar modules since 2013.

The United States solar industry is experiencing major supply chain issues, especially related to solar modules. An anti-trust case is causing a major shortage of solar modules and a spike in pricing. Solar Impact is a member of a national solar purchasing cooperative, Amicus Solar, which allows us to have access to high quality solar modules during these challenging times.

The solar modules we are planning to use for this project are 485 watt bi-facial glass-on-glass solar modules with a 30-year production warranty, which are a great option for this project. “Bi-facial” solar modules have ability to absorb solar energy through both the front and back sides. Most of the energy will come from the front, but the racking system we are proposing with the new light-colored roof will allow additional energy to be absorbed through the back of the solar modules which increases the overall system’s electricity production.

“Glass-on-glass” refers to the solar cells being sandwiched between 2 sheets of tempered glass – as opposed to “glass-on-plastic” that the vast majority of solar modules have, which refers to the glass above the solar cells and the plastic backsheet below. The plastic backsheets are a known point of weakness for solar modules, especially in hot and humid environments like Gainesville.

This solar module’s industry leading 30-year warranty is a result of the increased reliability of glass-on-glass modules. This warranty guarantees at least 84.95% of nominal power after 30 years. The industry standard warranty is 25-years for glass-on-plastic modules.



PV Evolution Labs (PVEL) is the nation's leading reliability and performance testing lab. In their 2020 PV Module Reliability Scorecard, they rated Q-Cells as a top performer in thermal cycling, damp heat, and potential-induced degradation, which are critical factors for solar systems in Florida

INVERTERS

SolarEdge inverters were selected for this project. SolarEdge is a recognized world-leader in solar inverter development and production. Their inverters meet 2020 National Electrical Code safety requirements. SolarEdge commercial inverters were designed for installations like the Health Department's system. They provide 277/480 VAC of 3-phase electricity, which matches the building's electrical system.

The SolarEdge system includes industry leading efficient inverters and solar module level optimization and monitoring. These provide both the best efficiency and safety features. The inverters will be mounted at eye-level for easy access and maintenance. The SolarEdge inverter system will include a web-based monitoring system with solar module level monitoring.

We are including the SolarEdge 20-year extended inverter warranty in our proposal. The solar module optimizers come standard with a SolarEdge 25-year warranty.

SUPPORT RACKING

The solar module racking will be a ballasted system – meaning that there won't be any roof penetrations required to secure the PV module racking to the roof. We will use the Unirac racking system that we used successfully in numerous previous installations.

Preliminary structural loading calculations estimate an average loading of 3.54 psf from the solar system, including racking and ballast. This is unlikely to exceed the allowable roof loading, especially considering that the new roofing system will be substantially lighter than the existing tar and gravel roof. We will provide a signed and sealed structural report verifying the building's ability to support the solar system.

Solar Impact has extensive experience ensuring that roof warranties are maintained. We will work with the roofing manufacturer for the building's roof in order to determine which slip sheets they require to be installed between the racking system and the roof in order to maintain the roofing warranty. We will also arrange with them for any required pre- or post-installation inspections.

The PV modules will be installed at a 10-degree tilt to balance solar electricity production, ballast requirements, and internal rate of return (IRR) for the 337-kW system. If County staff prefer a 5-degree tilt option to reduce the roof space requirements, then we will provide this option.

PROJECT INTERNAL RATE OF RETURN

Solar Impact developed detailed financials including internal rate of return (IRR) and a 30-year pro forma for this solar project. These analyses consider initial capital costs, ongoing operational costs, equipment expected lifetime, and the time value of money.

INTERNAL RATE OF RETURN

The 337-kW solar system with 10-degree tilt racking and SolarEdge inverters is used for the following financial calculations. Solar Impact would install this system for a fixed-cost price \$559,420. This cost covers all aspects of the project including design, permitting, equipment supply, installation, commissioning, monitoring, training, and possible security fencing. The price is over \$100,000 below the \$675,000 budget provided with the RFP for this project.

The average annual solar electricity production values used for these financials were developed using the National Renewable Energy Laboratory (NREL) System Advisor Model Version 2021.12.2. This is a very sophisticated photovoltaic simulation model which has been repeatedly shown to provide accurate real-world projections. The projected average annual solar electricity production for this system is 537,515 kWh. For the IRR calculations, 95% of this production was used to provide a conservative estimate.

The building has a marginal electricity cost of \$0.132/kWh based on the GRU electrical bills supplied for this RFP. The facility's monthly peak may not happen during solar production. Therefore, we used the conservative approach of not including any reduction in peak demand charges.

We calculated an annual internal rate of return (IRR) of 14.3% for this system based on a 30-year analysis (see financial details below). The IRR for a 25-year analysis is 13.9%. These analyses take into account a 2.5% annual electricity price escalation and the impacts of insurance, maintenance, PV module degradation and equipment replacements. The 2.5% annual electricity price escalation is well below the 13% annual increase in the past two years, which has been caused by GRU rate and fuel adjustment increases. A higher annual electricity price escalation results in a substantially higher IRR on the solar project for The County.

This site has very little shading issues and an anticipated site efficiency of 95% based on shading, azimuth, and tilt. The annual solar electricity production estimates are conservative in order to give a conservative IRR estimate.

Solar Payback Model										Internal Rate of Return 14.3%	
337 kW Solar System											
Year	Estimated Productivity (1)	Savings Per kWh (2)	Energy Value (3)	Estimated Insurance (4)	Estimated Maintenance (5)	Initial Equity (6)	Tax Credit (7)	No Rebate (8)	Tax Value of Depreciation (9)	Net Project Value Per Year (10)	Total Value of Project (11)
1	510,639 kWh	\$0.132/kWh	\$67,404	-\$1,685	-\$3,033	-\$559,420	\$0	\$0	\$0	-\$496,734	-\$496,734
2	508,086 kWh	\$0.135/kWh	\$68,744	-\$1,736	-\$3,124					\$63,885	-\$432,849
3	505,546 kWh	\$0.139/kWh	\$70,110	-\$1,788	-\$3,218					\$65,105	-\$367,744
4	503,018 kWh	\$0.142/kWh	\$71,504	-\$1,841	-\$3,314					\$66,348	-\$301,396
5	500,503 kWh	\$0.146/kWh	\$72,925	-\$1,896	-\$3,414					\$67,615	-\$233,781
6	498,000 kWh	\$0.149/kWh	\$74,374	-\$1,953	-\$3,516					\$68,905	-\$164,876
7	495,510 kWh	\$0.153/kWh	\$75,852	-\$2,012	-\$3,622					\$70,219	-\$94,657
8	493,033 kWh	\$0.157/kWh	\$77,360	-\$2,072	-\$3,730					\$71,558	-\$23,100
9	490,568 kWh	\$0.161/kWh	\$78,898	-\$2,135	-\$3,842					\$72,921	\$49,821
10	488,115 kWh	\$0.165/kWh	\$80,466	-\$2,199	-\$3,957					\$74,310	\$124,131
11	485,674 kWh	\$0.169/kWh	\$82,065	-\$2,264	-\$4,076					\$75,724	\$199,855
12	483,246 kWh	\$0.173/kWh	\$83,696	-\$2,332	-\$4,198					\$77,165	\$277,020
13	480,830 kWh	\$0.178/kWh	\$85,359	-\$2,402	-\$4,324					\$78,633	\$355,653
14	478,425 kWh	\$0.182/kWh	\$87,056	-\$2,474	-\$4,454					\$80,127	\$435,781
15	476,033 kWh	\$0.187/kWh	\$88,786	-\$2,549	-\$4,588					\$81,650	\$517,430
16	473,653 kWh	\$0.191/kWh	\$90,551	-\$2,625	-\$4,725					\$83,200	\$600,631
17	471,285 kWh	\$0.196/kWh	\$92,351	-\$2,704	-\$4,867					\$84,779	\$685,410
18	468,928 kWh	\$0.201/kWh	\$94,186	-\$2,785	-\$5,013					\$86,388	\$771,798
19	466,584 kWh	\$0.206/kWh	\$96,058	-\$2,869	-\$5,163					\$88,026	\$859,824
20	464,251 kWh	\$0.211/kWh	\$97,967	-\$2,955	-\$5,318					\$89,694	\$949,518
21	461,930 kWh	\$0.216/kWh	\$99,914	-\$3,043	-\$5,478					\$91,393	\$1,040,911
22	459,620 kWh	\$0.222/kWh	\$101,900	-\$3,135	-\$5,642					\$93,123	\$1,134,034
23	457,322 kWh	\$0.227/kWh	\$103,925	-\$3,229	-\$5,812					\$94,885	\$1,228,919
24	455,035 kWh	\$0.233/kWh	\$105,991	-\$3,325	-\$5,986					\$96,679	\$1,325,598
25	452,760 kWh	\$0.239/kWh	\$108,097	-\$3,425	-\$6,165					\$98,507	\$1,424,105
26	450,496 kWh	\$0.245/kWh	\$110,246	-\$3,528	-\$6,350					\$100,367	\$1,524,472
27	448,244 kWh	\$0.251/kWh	\$112,437	-\$3,634	-\$6,541					\$102,262	\$1,626,734
28	446,003 kWh	\$0.257/kWh	\$114,672	-\$3,743	-\$6,737					\$104,192	\$1,730,926
29	443,773 kWh	\$0.264/kWh	\$116,951	-\$3,855	-\$6,939					\$106,156	\$1,837,082
30	441,554 kWh	\$0.270/kWh	\$119,275	-\$3,971	-\$7,147					\$108,157	\$1,945,239
	14,258,662 kWh		\$2,729,119	-\$80,165	-\$144,296	-\$559,420	\$0	\$0	\$0	\$1,945,239	

- (1) PV Watts at 91% site efficiency, 0.80 derate factor, and 0.005 annual degradation.
- (2) Electricity is priced at an assumed rate of \$0.132/kWh increasing at 2.5% per year.
- (3) Energy Savings \$ = Estimated Productivity x Savings per kWh.
- (4) Insurance is estimated at \$5.00/kW per year increasing at 2.5% per year.
- (5) Maintenance cost is estimated at \$9/kW increasing at 3% per year.
- (6) Total initial investment payment and tax credits.
- (7) Tax credit is 0% of total system cost.
- (8) No grants or rebates available.
- (9) Tax bracket of 0.0% is used for depreciation value.
- (10) Net Project Value Per Year = sum of columns 3 to 9.
- (11) Total Value of Project = running total of Net Project Value Per Year.
- (12) Levelized cost of energy = total expenses / total energy production.

NPV @ 8% **\$330,429**

LCOE (12) **\$0.055/kWh**

Table 1. Price breakdown for 337 kW system with 10-degree tilt and SolarEdge inverters

Description	Cost	Cost per Watt
PV Modules	\$195,460	\$0.58/W
Inverter	\$64,030	\$0.19/W
Racking	\$70,770	\$0.21/W
Labor	\$74,140	\$0.22/W
Balance of System	\$34,600	\$0.10/W
Commissioning	\$4,718	\$0.01/W
Permit/Design	\$6,740	\$0.02/W
P&P Bond	\$16,783	\$0.05/W
Overhead	\$92,179	\$0.27/W
Total Cost	\$559,420	\$1.66/W

Balance of System Item	Cost	Cost per Watt
Connex	\$1,400	\$0.004/W
Lull	\$3,950	\$0.012/W
Jack-and-Bore	\$2,750	\$0.008/W
Electrical Gear	\$5,300	\$0.016/W
Conduit	\$5,500	\$0.016/W
Wiring	\$6,900	\$0.020/W
Fittings/Strapping	\$1,500	\$0.004/W
PV Wire	\$7,300	\$0.022/W
Total Cost	\$34,600	\$0.103/W

ELECTRICAL INTERCONNECTION

Solar Impact will supply and install all equipment required to interconnect the solar PV systems to the GRU grid. All GRU, city, county, local, state, and national requirements will be met. Solar Impact will also cover all costs associated with utility interconnection.

MONITORING

Solar Impact monitors over 400 solar electric systems. We strongly believe in the benefits of monitoring both for ensuring the health and performance of the system and for educating our customer and the public. The solar monitoring is available through website and smartphone apps. Public access, at the discretion of our customer, can be granted. The monitoring shows current and historical production, capacity factor, degradation, and availability.

COMMISSIONING AND ACCEPTANCE TESTING

Solar Impact will conduct joint substantial and final completion inspections and will plan Commissioning and Acceptance Testing in collaboration with the County and/or its independent engineer. We anticipate no problems with the successful delivery of power with 30 days following completion of the system.

SYSTEM MANUAL WITH O&M, WARRANTY DOCUMENTATION, AND AS-BUILT DRAWINGS

Solar Impact provides close-out packages for each solar system that we design and install. This includes operations and maintenance manuals and warranty manuals for each component and as-built drawings for the entire system. We will also include safety precautions and troubleshooting for the system and each component. County staff will receive two hard copies and an electronic copy.

OPERATIONS MANUAL AND TRAINING

Solar Impact provides each customer with an operations manual for each system. We will develop a detailed operations manual for each county project and will provide up to a full day of training, at the facilities staff's discretion.

REBATES AND RENEWABLE ENERGY CREDITS

We have extensive experience and success at obtaining additional funds for the customer through grants, rebates, and other programs. Unfortunately, no rebates or grants are currently available for this project, but we will continue to seek opportunities for aid in funding these projects.

For-profit entities receive substantial federal tax benefits for photovoltaic projects. While we've had potential funders approach us about trying to capture these tax benefits for non-profits, the arrangements that they proposed do not appear to be legal in Florida. Solar Impact will work closely with Alachua County staff to analyze the benefits and risks of proposed options.

GRU, FPL, Duke, and Clay Electric currently assign renewable energy credits (RECs) to the operator of the solar electric systems. Some other utilities do not. We will work with facilities staff to evaluate interconnection agreements and to support their right to retain the REC's.

WARRANTIES AND GUARANTEES

System manufacturer warranties will be included in the System Manual described above. The solar modules selected for this project have an industry leading 30-year warranty. The project includes the SolarEdge inverters extended 20-year warranty. The solar module optimizers have a 25-year warranty. The racking has a 25-year warranty. All other components have a minimum

of a 5-year warranty. Solar Impact will be the single point of contact for warranty services. We will provide documentation from the vendor of the roofing material manufacturer of the continuation of their warranty.

SYSTEM INSTALLATION

Solar Impact will coordinate this project with County staff, building occupants, utility provider, and permitting authorities. This will include a detailed schedule for installation that has been coordinated with building occupants. In the case of the Health Department Building, this may also include ensuring that key refrigeration equipment is powered during the entire installation process.

Solar Impact has extensive experience working in situations requiring careful coordination with the customer and building occupants. We have successfully completed solar projects on public schools, airports, military bases, and libraries. For Alachua County our solar projects include the Office of the State Attorney / Eighth Judicial Circuit, the Office of the Alachua County Property Appraiser, the Alachua County Clerk of Court Archives, and the Hawthorne Fire Department.

CONSULTANT'S QUALIFICATIONS AND STAFF

Solar Impact has a very experienced and qualified staff. We are Florida licensed engineers, solar contractors, and electrical contractors. We are also North American Board of Certified Energy Practitioners (NABCEP) certified. Solar Impact has designed and installed over 11.5 MW across over 400 solar projects.

Our President and Professional Engineer, Barry Jacobson, will provide engineering services for this project. He has over 15 years of experience in the design, construction, and maintenance of PV systems. Barry has a PhD in engineering and is a Florida licensed solar contractor and professional engineer with specialties in structure and PV system design. He is chair of the City of Gainesville Utility Advisory Board.

Solar Impact's design and procurement manager, Richie Wilhoit, will be the design and procurement manager for this project. He has a Masters of Science in Building Construction Management from the University of Florida. As a former US Army Captain and two-time combat veteran, Richie brings nearly 10 years of military planning and leadership experience to our team, ensuring that our jobs are completed on time and within budget. He has been employed by Solar Impact for 10 years.

Solar Impact's Commercial Project Manager, Shawn Reynolds, will be the Project Manager for this project. He is a Florida licensed master electrician. He has over 31 years of experience involving commercial and industrial electrical work with 4 years of solar, 4 years as a company owner, 4 years as a service manager, and 14 years as an electrical foreman. He has been employed by Solar Impact for 3 years.

Solar Impact's Chief Operating Officer and Director of Operations, Kevin Endres, will provide high level oversight for this project. He is a qualified chemist and chemical engineer with an MBA and is a Certified Plant Engineer. Most recently, he was the plant manager for the GRU Deerhaven Generating Station. He has over 30 years of domestic and international industrial experience that includes major new project construction and commission and acceptance testing.

CURRENT WORKLOAD AND ABILITY TO SATISFY THE COUNTY REQUIREMENTS

We are confident that our current and projected workload will allow us to satisfy the County's requirements for the projects described in the RFP. Solar Impact is somewhat unusual in the Florida solar industry in that we specialize in medium size commercial projects ranging from 50 kW to 1,000 kW. This means that we are fully licensed to design and install all aspects of these projects and have two full-time commercial teams. We have numerous commercial projects currently under construction. However, we will have capacity for a project of this scale by the end of May 2022. Solar Impact has a proven ability to rapidly respond to new project needs while maintaining quality.

BACKGROUND, ORGANIZATION, AND SIZE

Solar Impact, Inc., was founded in 2007 by Barry and Elaine Jacobson to address a need for affordable high-quality solar designs and installations. Solar Impact continues to be a leading local installer of solar electric systems. We have installed over 15,000 kW of solar electric systems in Florida. We have numerous notable local projects including over 2,000 kW on Alachua County public schools, 200 kW on Alachua County public libraries, 24 kW on the Alachua County / Hawthorne Fire Department, 300 kW on the Gainesville airport, and all of the major projects at the University of Florida. Our customer base includes homeowners, small businesses, public schools, multi-national companies, agricultural businesses, utilities, and many of our own employee-owners.

UNIQUE ASPECTS

Since 2019, we proudly operate a 100% employee-owned solar company. To our knowledge, we are the only one in Florida. Our full-time staff includes 23 employee-owners. We currently fully sponsor 5 employees in the Santa Fe electrical apprenticeship program. We have been voted Gainesville Business of the Year for our Commitment to the Environment numerous times.

LIAISON BETWEEN THE CONSULTANT AND THE COUNTY

Barry Jacobson will be the primary liaison for this project. Kevin Endres will be the alternate liaison in his absence.

SUBCONTRACTED SERVICES

Solar Impact has experiences in all aspects of the scope of services described in this RFP. The current and potential future projects are well within our capabilities and skillset. No subcontracted services are planned to be used.

EXPERIENCE IN THE SCOPE OF SERVICES

Solar Impact focuses on medium (50 kW to 1,000 kW) commercial systems. Over 80% of our projects have been in this range. We have safely and successfully installed systems on virtually every kind of roofing system, including asphalt shingle, standing-seam metal, penetrated metal, EPDM, TPO, mod-bit, tar and gravel, coal tar, etc. We installed 100 kW of covered parking solar on the top of the downtown parking garage and 75 kW of ground mount solar at Tyndall Air Force Base. We have installed 240-volt split-phase as well as 208, 240, and 480 volt 3-phase systems. We have held numerous training programs for customers on the operation and maintenance of their solar electric system. We install web-based monitoring on each system and have developed customized software for public display kiosks.

ABILITY OF CONSULTANT'S PROFESSIONAL PERSONNEL

As described in the previous section, Solar Impact has all the skills, experiences, qualifications, and licenses required to successfully complete the Health Department project described in the RFP.

ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

Solar Impact has installed many of their commercial projects with hard deadlines created by grants, rebates, and other program requirements. All of our projects have been completed within the time requirements. Virtually all of our projects are fixed costs, so we have full confidence in our ability to meet project budget requirements.

Our solar project with the Alachua County's Hawthorne Fire Department is a good example of our ability to meet time and budget requirements. This project needed to be installed very quickly in order to receive the substantial FP&L rebate. Knowing that this rebate was critical to the project's success, Solar Impact began getting wind load/structural designs and FSEC approvals during the bidding process. This allowed us to complete the project on time and under budget.

EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES

Solar Impact is locally owned and operated. We are ready and able to respond to all project requirements. We have 20-year monitoring and maintenance contracts on over 150 solar electric projects in Alachua County, so we are experienced and dedicated to ensuring that any issues are quickly resolved.

DOCUMENTATION OF FINANCIAL CAPABILITY

FINANCIAL STATUS

Solar Impact is a privately held Florida corporation that began operation in October of 2007. Our growth has been steady over the past thirteen years. We carry no long-term external debt and we fund our growth with retained earnings from previous jobs.

INSURANCE AND BONDING CAPABILITY

Solar Impact currently has “A” rated Insurance in place as follows:

- Commercial General Liability
- Automobile Liability
- Workers Compensation and Employers Liability
- Employee Fidelity Coverage

Additional Insured parties, in accordance with section F. Other Insurance Provisions of the RFP will be added as required.

Solar Impact will provide performance and payment bonding equivalent to 100% of the Contract Price in accordance with section 4.26 Bonding Requirements of the RFP.

EQUAL OPPORTUNITY POLICIES AND PRACTICES

Solar Impact takes equal opportunity seriously. We do not tolerate any form of discrimination in hiring employees or in subcontractors. The Solar Impact handbook has the following equal opportunity statement: *“Solar Impact is an equal opportunity employer and does not discriminate with regard to age, gender, disability, religion, race, ethnicity, or sexual preference.”* We also prominently display federal job laws posters at our work premises, which includes a detailed section entitled “Equal Employment Opportunity is THE LAW”.

REFERENCES

ALACHUA COUNTY SCHOOL BOARD

Solar Impact has completed 40 solar projects on Alachua County public schools.

Shane Andrew, Executive Director for Facilities Department and Interim Superintendent
3700 NE 53rd Ave
Gainesville, FL 32609
352-955-7400 ext. 1401
andrewsl@gm.sbac.edu

Solar Impact key staff: Barry Jacobson, Richie Wilhoit

GAINESVILLE REGIONAL AIRPORT

Solar Impact installed a 300 kW solar electric system on the Gainesville Regional Airport.

Allan Penksa, CEO
3880 N.E. 39th Ave, Suite A
Gainesville, FL 32609
352-373-0249
allan.penksa@flygainesville.com

Solar Impact key staff: Barry Jacobson, Richie Wilhoit

HILLSBOROUGH COUNTY PUBLIC LIBRARIES

Solar Impact has installed 9 solar electric systems for Hillsborough County

Amy Jarman, AIA, LEED AP
601 E Kennedy Blvd
Tampa, FL 33602
813-307-1052
jarmana@hillboroughcounty.org

Solar Impact key staff: Shawn Reynolds

MCGURN MANAGEMENT COMPANY

Solar Impact has completed 12 solar electric projects for McGurn Management Company.

Ken McGurn, President
101 SE 2nd Place, Suite #202
Sun Center East
Gainesville, FL 32601
(352) 372-6172
ken@mcgurn.com

Solar Impact key staff: Barry Jacobson, Richie Wilhoit

AMJ INC

Solar Impact has completed 5 solar electric projects for AMJ inc.

Mike Warren, President
502 NW 16th Ave
Gainesville, FL 32601
(352) 375-4600
MEWarren@AMJinc.com

Solar Impact key staff: Barry Jacobson, Richie Wilhoit



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

JACOBSON, BARRY M.
 C/O SOLAR IMPACT
 4509 NW 23RD AVE, STE 20
 GAINESVILLE FL 32606

LICENSE NUMBER: PE51402

EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor

Hakey Beshears, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JACOBSON, BARRY MULLALY
 SOLAR IMPACT INC
 4509 NW 23RD AVE, STE 20
 GAINESVILLE FL 32606

LICENSE NUMBER: CVC56761

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor Melanie S. Griffin, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

REYNOLDS, SHAWN I
SOLAR IMPACT, INC.
4509 NW 23RD AVENUE, SUITE 20
GAINESVILLE FL 32606

LICENSE NUMBER: EC13011480
EXPIRATION DATE: AUGUST 31, 2022

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Exhibit 12: Certification of Meeting Alachua County Minimum Wage Ordinance

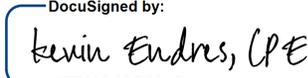
Alachua County Health Department Solar Photovoltaic Systems

Contract No. 13529; RFP No. 22-327-TW

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

Solar Impact, Inc.
4509 NW 23rd Ave
Suite 20
Gainesville, FL 32606
(352) 338-8221
barry@solarimpact.com

CONTRACTOR

DocuSigned by:

By: 197F03DCDBC845A...
Print: Kevin Endres, CPE
Title: Chief operating officer
Date: 10/19/2022

Certificate Of Completion

Envelope Id: 5980481FE1E1478299C250792BA06626	Status: Completed
Subject: Complete with DocuSign: Contractual Services Agreement #13529 - AC Health Dept. Solar Photovolt...	
Source Envelope:	
Document Pages: 69	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

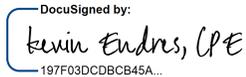
Record Tracking

Status: Original 10/19/2022 8:52:52 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Kevin Endres, CPE
 kevin.endres@solarimpact.com
 Chief Operating Officer
 Solar Impact
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 197F03DCDCBCB45A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.164.148.173

Timestamp

Sent: 10/19/2022 9:10:25 AM
 Viewed: 10/19/2022 12:06:18 PM
 Signed: 10/19/2022 12:48:57 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/19/2022 12:06:18 PM
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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)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	10/19/2022 12:06:18 PM
Signing Complete	Security Checked	10/19/2022 12:48:57 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/19/2022 12:49:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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.

Solar Impact, Inc.

(Insert Name of Corporation)

CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY AND AUTHORITY TO CONDUCT BUSINESS

The Board of Directors ("Directors") of Solar Impact, LLC, a
(insert name of company)
Florida corporation (the "Corporation"), at a duly and properly
(insert state of incorporation)
held meeting on the 21st day of October, 2022, did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting alone, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

TITLE

Kevin Endres

Chief Operating Officer

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 21st day of October, 2022, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: 

Barry M Jacobson, President

(Print Secretary's Name)

Certificate Of Completion

Envelope Id: D3E5B4FE28DE4CA882D22ED070B20D98	Status: Completed
Subject: Complete with DocuSign: Contractual Services Agreement #13529 - AC Health Dept. Solar Photovolt...	
Source Envelope:	
Document Pages: 78	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
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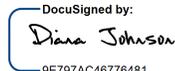
Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Diana Johnson
 dmjohnson@alachuacounty.us
 CountyAttyOffice
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9E797AC46776481...
 Signature Adoption: Pre-selected Style
 Using IP Address: 163.120.80.69

Timestamp

Sent: 10/24/2022 11:08:06 AM
 Viewed: 10/24/2022 2:46:46 PM
 Signed: 10/24/2022 2:51:47 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2022 2:46:46 PM
 ID: 8a16faaf-d6a0-4736-a951-e71685bb0085

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)

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	10/24/2022 2:46:46 PM
Signing Complete	Security Checked	10/24/2022 2:51:47 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/24/2022 2:51:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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

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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.

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To advise Alachua County of your new email address

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To withdraw your consent with Alachua County

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- 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..

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- 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.