



**ALACHUA COUNTY  
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 20-957**

**PROJECT NO. 6170050  
AGREEMENT NO. 11613  
POE SPRINGS BOARDWALK IMPROVEMENTS**

**DOCKWORKS OF NORTH EAST FLORIDA LLC DBA C & H MARINE  
CONSTRUCTION, INC.**

## GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Dockworks of North East Florida LLC DBA C & H Marine Construction, Inc., a Florida for profit corporation, whose principle address is 417 Stowe Ave., Suite B, Orange Park, FL 32073 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, (hereinafter referred to as "County") (collectively, the County and Contractor are hereinafter referred to as the "Parties").

### WITNESSETH:

**WHEREAS**, the County issued Bid No. 20-957 seeking the bids from contractors to provide all labor, materials, equipment and supervision for the replacement of existing wooden boardwalk and canoe launch at Poe Springs Park; and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 20-957 the County identified the Contractor as the lowest price, responsive, responsible bidder; and

**WHEREAS**, the County desires to contract the Contractor to perform and complete the work described in Bid No. 20-957 and the Contractor desires to perform and complete said work for the County in accordance with the terms and conditions set forth herein.

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

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

BID No. 20-957 requested the Contractor to provide bid pricing for several options, including Based Bid (A), Based Bid (B), ALT 1, ALT 2, ALT 3, ALT 4, ALT 5, and ALT 6. This Agreement awards to Contractor the scope of work included in the Base Bid (A), ALT 1, ALT 4, ALT 5 and ALT 6 (the "Awarded Work"), it does not include ALT 2 or ALT 3. The Contractor shall furnish

all labor, material, equipment, apparatus to perform and complete the Awarded Work as set forth in the General Terms and Conditions, attached hereto and incorporated by reference as **Exhibit 1**, the Scope of Work/ Technical Specifications, attached hereto and incorporated by reference as **Exhibit 2**, the *Construction Drawing of Poe Springs Park Improvements for Alachua County Parks and Conservation Lands*, dated April 2020, attached hereto and incorporated by reference as **Exhibit 3**, and all incidental and necessary work related thereto (collectively, the “Work”). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement, the form of the NTP is attached hereto as **Exhibit 5**.

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

This Agreement shall be effective upon execution by both Parties (“Effective Date”). The term of the Agreement shall be from the Effective Date until the Work has achieved final completion as required by the NTP, and all of the Parties responsibilities under this Agreement have been performed, (“Term”), unless amended or terminated as provided herein.

## 3. **COMPENSATION AND PAYMENT:**

3.1. This is a LUMP SUM contract. For all Work actually completed by , the Contractor shall be paid the sum of Five Hundred Sixty-Four Thousand, Eight Hundred Seventeen Dollars and Zero Cents (\$564,817.00) (the “Contract Amount”), allocated as provided in **Exhibit 4** for Base Bid (A) plus Alternates 1, 4, 5, and 6.

3.2. The County may establish a contingency fund in an amount that SHALL NOT EXCEED Twenty-Eight Thousand, Two Hundred Forty Dollars and Eighty-Five Cents (\$28,240.85) (hereinafter, the “Contingency”).

3.2.1. 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 Exhibit 2, *Technical Specifications* and Exhibit 3, *Construction Plans*. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County’s express written authorization to proceed prior to commencing that portion of the Work.

3.3.1. The Contractor acknowledges and agrees that any Work which is to be charged

against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of the Work compensated within the Contract Amount and not chargeable against the Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Agreement and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Price. Contractor has no entitlement to any portion of any unused Contingency.

3.4. As a condition precedent for any payment, the Contractor shall submit monthly an invoice to the County requesting payment for Work completed in accordance with this Agreement. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including but not limited to its laborers, material suppliers and subcontractors, incurred in connection with the Work, will be paid in full.

3.5. The Contractor shall submit invoices to the County at the following address:

Alachua County Parks & Open Spaces  
408 W. University Ave., Suite 106  
Gainesville, FL 32601

3.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remitted all payments to:



Dockworks of North East Florida LLC DBA C & H Marine Construction, Inc.  
417 Stowe Ave., Suite B  
Orange Park, FL 32073

4. **PROGRESS PAYMENTS AND RETAINAGE:**

- 4.1. That it is agreed by both Parties hereto that progress payments and final payment for Work completed will be made in accordance with the provisions as stipulated in the NTP, and the General Conditions attached hereto and incorporated by reference as **Exhibit 1**. In case of conflict in payment terms, the terms in the NTP shall prevail.
- 4.2. As the Work is greater than \$200,000.00, it is agreed that ten percent (10%) of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches fifty percent (50%) completion. For purposes of this project, fifty percent (50%) completion is defined in the Schedule of Values. Once fifty percent (50%) completion is reached the Contractor may request that the County shall pay up to one-half (1/2) of the retainage then held by the County for the properly completed Work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once fifty percent (50%) completion is reached, the County shall only retain five percent (5%) of each progress payment.
- 4.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to render complete, satisfactory and acceptable the construction services required herein. Contractor will provide a first draft of the List within fifteen (15) days of notice of Substantial Completion. The County will notify the Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of the List that are required to correct or complete the Project remain the responsibility of the Contractor.
- 4.4. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. **ASBESTOS FREE MATERIALS:**

- 5.1. All Work under this Agreement will be performed with asbestos free materials. A written,

notarized statement on company overhead is to be submitted with the executed Agreement certifying this fact. All payments shall be withheld until such statement is submitted.

- 5.2. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Agreement, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

6. **LIQUIDATED DAMAGES:**

- 6.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is Ninety (90) Working Days, as defined in Exhibit 1, from the Contractor's receipt of the Notice to Proceed. Contract Time for Final Completion is 30 calendar days after Substantial Completion has been achieved, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 6.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work does not achieved Substantial Completion within the time period described in paragraph 6.1, above, 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, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Eight Hundred Sixty-Four Dollars and Zero Cents (\$864.00) per day for each and every calendar day after the date fixed for such Substantial Completion for the Work.
- 6.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work does not achieved Final Completion within the time period described in paragraph 6.1, above 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, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Sixteen

Dollars and Zero Cents (\$216.00) per day for each and every calendar day after the date fixed for such completion for the Work.

7. **RELEASE OF CLAIMS:**

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

8. **GOVERNING ORDER OF DOCUMENTS:**

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

- 8.1.1. Amendments and Change Orders;
- 8.1.2. This Agreement;
- 8.1.3. Agreement Specific Term from Bid No. 20-957;
- 8.1.4. General Terms from Bid No. 20-957;
- 8.1.5. Scope of Service from Bid No. 20-957;
- 8.1.6. Notice to Proceed;
- 8.1.7. Vendor's Bid Submittal

9. **INDEMNIFICATION**

9.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

9.2. The Contractor 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.

- 9.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage.
- 9.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 9.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

## 10. **PROJECT RECORDS**

### 10.1. **General Provisions:**

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not

exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

## **10.2. Confidential Information**

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

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

10.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is

terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

## **11. AUDITING RIGHTS AND INFORMATION**

- 11.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem

necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

## 12. **INSURANCE:**

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

## 13. **BONDS:**

- 13.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with this Agreement, the Contractor shall provide the County with Payment and Performance bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 6 & 7**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the Contractor furnished the bonds to the County, the County deems the surety or sureties

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

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

**14. SEVERABILITY AND AMBIGUITY:**

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

**15. AMENDMENT:**

This Agreement may only be amended by mutual written agreement that is executed by both of the Parties hereto.

**16. INDEPENDENT CONTRACTOR:**



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

**17. OPTIONAL PARTICIPATION OF CONSULTANT:**

The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Agreement referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the person designated by the County, in writing, to the Contractor.

**18. CHOICE OF LAW:**

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

**19. COMPLETE AGREEMENT:**

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

**20. NON-WAIVER:**

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

**21. SUCCESSORS AND ASSIGNS:**

The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any

officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

**22. NO THIRD PARTY BENEFICIARIES:**

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

**23. COUNTERPARTS:**

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

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

24.1. The Contractor's obligations to perform and complete the Work in accordance with this Agreement shall be absolute. Neither approval of any progress, nor approval of final payment, by the County, nor the issuance of a certificate of substantial completion or final completion, nor any actual payment by the County to the Contractor, nor any use or occupancy of the Work or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County, shall constitute an acceptance of Work that was not completed in accordance with this Agreement.

24.2. The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor against the County, including those previously made in writing, unless otherwise agree to in writing by the Parties.

**25. DEFAULT AND TERMINATION**

25.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure

the default or develop a plan and time line acceptable to the County to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

- 25.2. The County may terminate the agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.
- 25.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to any notice of termination.
- 25.4. If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 25.5. Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy available to the County, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed plus a reasonable profit.

## 26. **WORKPLACE VIOLENCE**

- 26.1. Employees of the Contractor are prohibited from committing any act of workplace violence. Violation are grounds for terminating this Agreement for cause. Workplace violence means the commission of any of the following acts by a Contractor's employee.
- 26.1.1. Battery: intentional offensive touching or application of force or violence to another.
- 26.1.2. Stalking: willfully, maliciously and repeatedly following or harassing another person.

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

erosion.

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

31. **HEALTH CONSIDERTATIONS** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.

32. **ELECTRONIC SIGNATURES** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

**ALACHUA COUNTY, FLORIDA**

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

Robert Hutchinson, Chair

Board of County Commissioners

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

**ATTEST**

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

**APPROVED AS TO FORM**

DocuSigned by:  
*David Forziano*  
70E6E84DBE4E4D3...  
Alachua County Attorney's Office

**CONTRACTOR**

DocuSigned by:  
*Bob Mathews*  
634DF56942D24D4...  
By: \_\_\_\_\_

Print: Bob Mathews  
\_\_\_\_\_

Title: President  
\_\_\_\_\_

Date: 9/11/2020  
\_\_\_\_\_

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

## **EXHIBIT 1: GENERAL TERMS AND CONDITIONS**

### **1. PRICING**

The actual pricing for Work will be as provide in the Scope of Work and the NTP.

### **2. HOURS OF WORK**

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

New Year's Day

Martin Luther King Day

Memorial Day

4<sup>th</sup> of July

Labor Day

Veteran's Day

Thanksgiving Day and the day after Thanksgiving

Christmas Day and one additional day as designated by County Manager

### **3. WORK AUTHORIZATION**

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Technical Specifications (Exhibit 2).
- 3.2. County shall issue a revised Notice to Proceed in the form of Exhibit 5.

- 3.3. NTPs issued under this Agreement, shall authorized by signature of the County designee.
- 3.4. Amendments to the NTP (Change Orders) will be approved in accordance with County Policy and Ordinance and shall be issued in the form of the NTP Amendment.

#### **4. SCHEDULING OF WORK**

- 4.1. The County will issue a Notice to Proceed for the Work. The first day of performance under an NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request County to inspect the Work to determine the status of completion.
- 4.2. Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.
- 4.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the Work. If the furniture and portable office equipment cannot be replaced to its original location, the County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
- 4.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to County.
- 4.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to County for approval.

**5. CONTRACTOR'S RESPONSIBILITIES:**

- 5.1. The Contractor shall supervise, perform and direct the Work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under this Agreement. The Contractor shall ensure that the completed Work complies accurately with Exhibits 2 and 3 of this Agreement.
- 5.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the Work. The superintendent shall be satisfactory to County and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting Contract Time, Contract amount and Contract interpretation will be confirmed in writing to the County.

**6. DESIGN:**

- 6.1. Contractor's duties under the Agreement may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The 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 Work.
- 6.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total project cost, unless properly justified and approved by the County.

**7. ALACHUA COUNTY-FURNISHED UTILITIES:**

- 7.1. The County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Agreement. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.
- 7.2. Water:
- 7.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of



work under this Agreement. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Agreement.

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

### 7.3. Electricity:

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

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

**8. DIRECT PURCHASE OF MATERIALS:**

County may purchase materials directly and provide them to Contractor for use in performing and completing the Work. Within thirty (30) days of the issuance of the NTP the Contractor will provide County with a list of bulk materials needed to complete the Work, 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 the Contractor if the materials are obtained by the County at less than the estimated cost.

**9. PROCEDURES:**

- 9.1. Pre-Construction Conference: After award of the Agreement and before the issuance of the initial NTP under this Agreement, the County will conduct a conference to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Agreement.
- 9.2. The Work of this Agreement shall be determined by the Scope of Work (Exhibit 2). The Contractor shall perform its construction work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Agreement General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.
- 9.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
- 9.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

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## **EXHIBIT 2: SCOPE OF WORK/ TECHNICAL SPECIFICATIONS**



### **Poe Springs Park Improvements** *Technical Specifications*

#### **Poe Springs Boardwalk Specifications:**

1. Timber/Lumber:
  - A. All lumber shall be #2 southern yellow pine or better grade and shall be pressure treated.
  - B. Piles/posts shall be southern yellow pine per ASTM D-25.
  - C. Pressure treating for posts shall conform to one of the following options per AWPA Standards:
    - i. ACQ/ACZA with 0.60 pcf
    - ii. CA-C with 0.31 pcf
  - D. All other lumber treatment shall conform to one of the following options per AWPA Standards:
    - i. ACQ/ACZA with 0.40 pcf
    - ii. CA-C with 0.15 pcf
2. Fasteners:
  - A. All bolts, washers, and nuts shall be stainless steel, unless otherwise specified on the plans.
  - B. All screws shall be #10 stainless steel screws, unless otherwise specified on the plans.
  - C. All specified connectors shall be installed per the manufacturer's specifications.
  - D. Decking screws shall be 2.5" timberlok or equivalent and shall be recessed 1/4" below deck surface.
3. Guardrails:
  - A. All guardrails shall conform to FDOT Section 515.
4. Bollards:
  - A. Schedule 40 steel piping per ASTM A53
  - B. Removal bollard system to be post guard brand or approved equivalent
5. Decking:
  - A. Decking shall be rough-sawn butted tightly board to board to allow for board shrinkage after decking installation.

#### **Poe Springs Paving, Grading, & Drainage Specifications:**

1. All paving and drainage construction, including materials, construction techniques, and technical standards, shall be in accordance with the 2019 FDOT Standard Specifications for road and bridge construction and the FDOT FY 2019-20 Standard Plans for road construction.
2. All areas of new construction shall be cleared and grubbed. Suitable top soil remaining onsite may be stockpiled for fine grading in landscaped areas. The contractor shall furnish all fill required and dispose of all excess or unsuitable material offsite in accordance with all regulatory requirements. Trees to remain shall be protected prior to starting construction and shall be protected throughout site construction.

3. All new asphalt pavement construction shall conform to the following specifications:
  - A. Earthwork: Fill materials shall conform to AASHTO soil groups A-1, A-2, A-3, or A-4 and shall be placed in 6" - 12" loose lifts and compacted to 95% density using modified proctor method (AASHTO T-180).
  - B. Subsoil Excavation: Where subsoil excavation is required, unsuitable materials shall be removed to a depth of 18" below the limerock base and backfilled with clean fill.
  - C. Stabilized subgrade: All stabilized material shall conform to Section 914 and placed according to Section 160 in one 12" minimum compacted lift. Subgrade shall be stabilized to a minimum LBR value of 30 per Design Section.
  - D. Base course: All material shall be limerock conforming to Section 911 and placed according to Section 200 in one 6" (per design section) minimum compacted lift. All base material shall be compacted to 98% density by modified proctor method (AASHTO T-180). The prime coat shall conform to Section 300.
  - E. Asphaltic concrete: All asphaltic concrete material shall be superpave (type & thickness per design section) and shall conform to Section 334. All asphaltic concrete construction shall conform to Section 330.
4. All concrete used for construction of drainage structures, sidewalks, and stairways shall be Class NS conforming to Section 347.
5. Concrete sidewalk shall be constructed in accordance with Section 522.
6. Existing topography information depicted is based on Topographic Surveys provided by JBBrown Professional Group Inc. and included in this drawing set. JBPro is not responsible for the accuracy of the topographic conditions depicted. The contractor shall verify all existing elevation grades and notify the engineer of any discrepancies that will affect finish grade design for proper runoff conditions prior to construction. JBPro will assist the contractor in revising any grading discrepancies prior to construction to assure proper runoff conditions result upon completion of construction.

**Poe Springs General Construction Specifications:**

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

**Poe Springs General Construction Specifications:**

1. Silt fencing shall be constructed where shown on the drawings prior to starting construction. All erosion and sedimentation control structures shall be inspected at least once per week and after 1/2" or greater rainfall.
2. All erosion and sedimentation control structures shall be maintained until vegetation is fully established. Erosion control measures shall be maintained per Section 104.
3. All disturbed areas in the construction area shall be completely grassed by completion of construction. Evidence of growth must be present prior to final release.

## **SECTION 05500**

### **METAL FABRICATIONS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Aluminum canoe launching ramp, with attached aluminum guardrails.
- B. Products furnished, but not installed, under this Section:
  - 1. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
- C. Related Sections:
  - 1. Division 03 Section "Cast-in-Place Concrete" for installing anchor bolts, steel pipe sleeves, slotted-channel inserts, wedge-type inserts, and other items cast into concrete.
  - 2. Division 04 Section "Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.

##### **1.03 PERFORMANCE REQUIREMENTS**

- A. Delegated Design:
  - 1. Aluminum canoe launching ramp, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
    - a. Loads
      - 1. Dead Load = 10 psf plus structure self-weight
      - 2. Live Load = 100 psf
      - 3. Wind Load = 25 psf, up and down, non-concurrent
      - 4. Combine loads as required by 2017 Florida Building Code
    - b. Provide general configuration as shown on the drawings and adjust for field conditions.

1. Provide for rejection of a 4-inch diameter sphere at the stair riser.
2. Provide for a slip resistant surface to the walking surfaces, which can be embossments or striations in the metal surface.
2. Guardrails, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
  - a. Loads
    1. 50 plf uniform load and 200-pound concentrated load, non-concurrent, applied at the top of the guardrail, in the direction that is the most critical.
    2. 25 psf uniform load on the infill area of the railing, non-concurrent with the loading at the top of the guardrail.
  - b. Provide general configuration as shown on the drawings and adjust for field conditions.
    1. Provide for rejection of a 4-inch diameter sphere at the infill area of the guardrail by means of pickets.
3. Helical anchor foundations including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
  - a. Loads
    1. As required by the aluminum canoe launching ramp.

#### 1.04 SUBMITTALS

- A. Product Data: For the following:
  1. Helical anchors.
- B. Shop Drawings: Show fabrication and installation details for metal fabrications.
  1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation. Include sealed engineering calculations and shop drawings.
- D. Qualification Data: For qualified professional engineer.

1.05 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.06 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.07 COORDINATION

- A. Coordinate installation of anchorages for casting into concrete. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

**PART 2 - PRODUCTS**

2.01 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated.

2.02 NONFERROUS METALS

- A. Aluminum Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.
- B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6 or 6061-T6, as required by engineered design.
- C. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.
- D. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

2.03 FASTENERS

- A. General: Unless otherwise indicated, provide Type 316 stainless-steel fasteners. Select fasteners for type, grade, and class required.
  - 1. Provide stainless-steel fasteners for fastening aluminum.
- B. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593 (ASTM F 738M); with hex nuts, ASTM F 594 (ASTM F 836M); and, where indicated, flat washers; Alloy Group 2 (A4).

- C. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
- D. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

#### 2.04 ALUMINUM CANOE LAUNCHING RAMP

- A. Provide general configuration as shown on the drawings and adjust for field conditions.
- B. Provide for rejection of a 4-inch diameter sphere at the stair riser.
- C. Provide for a slip resistant surface to the walking surfaces, which can be embossments or striations in the metal surface.

#### 2.05 ALUMINUM GUARDRAILS

- A. Provide general configuration as shown on the drawings and adjust for field conditions.
- B. Provide for rejection of a 4-inch diameter sphere at the infill area of the guardrail by means of pickets.
- C. Guardrails may be of welded or mechanically attached design.

#### 2.06 HELICAL ANCHORS

- A. Provide helical anchors which meet the design loading requirements.

#### 2.07 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for exterior applications. Minimum strength of fluid grout, 3,500 psi at 1 day, 4,500 psi at 3 days, and 7,500 psi at 28 days.



## 2.08 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

## 2.09 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. As-Fabricated Finish: AA-M10 (Mechanical Finish: as fabricated, unspecified).

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION, GENERAL**

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:
  - 1. Aluminum: Heavy coat of bituminous paint.

**END OF SECTION**

## Poe Springs Bid Narratives:

In order for a bid to be considered responsive, all base bid and alternate pricing must be included.

### Base Bid:

Remove the existing 6' wide boardwalk, rest areas, and spring overlooks per the construction documents. Replace with an 8' wide PT boardwalk (Boardwalk #1) with (4) rest areas and (2) spring overlooks per the construction documents.

Remove the existing canoe launch per the construction documents. Replace with a cast-in-place concrete canoe launch per the construction documents.

### Alternate 1:

Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) in place of 2x6 PT decking on Boardwalk #1, including rest areas and spring overlooks.

### Alternate 2:

Remove the existing 6' wide boardwalk, rest areas, and spring overlooks per the construction documents. Replace with a 6' wide PT boardwalk, incorporating the following changes to the details for Boardwalk #1 in the construction documents.

The boardwalk width will be reduced from 8' to 6'. The number of joists will be reduced from (5) to (4). The joist spacing will remain at 24" O.C. The boardwalk post height will be reduced by an average of 4', in order to replace the boardwalk as the existing elevation. X-Bracing will not be required due to all unbraced boardwalk post heights being < 5'. Approximately 418'± of boardwalk will be constructed with toe rail instead of guardrail. Each of the (4) pull off areas will be reduced from 8' x 8' to 5' x 5'. All other dimensions and details remain the same as Boardwalk #1 in the construction documents.

### Alternate 3:

Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) in place of 2x6 PT decking on Alternate 2 6' wide boardwalk, including rest areas and spring overlooks.

### Alternate 4:

Remove the existing canoe launch per Base Bid. Replace with an alternate aluminum canoe launch per the details and specifications on the construction documents.

### Alternate 5:

Construct a new 8' wide PT boardwalk (Boardwalk #2) per the construction documents.

### Alternate 6:

Substitute Trex Select 2" Square Edge Composite Decking Boards (or similar) in place of 2x6 PT decking on Alternate 5 Boardwalk #2.

CONSTRUCTION DRAWINGS  
OF  
**POE SPRINGS PARK**  
**IMPROVEMENTS**  
FOR  
**ALACHUA COUNTY**  
**PARKS & CONSERVATION LANDS**

10. PROJECT TITLE: POE SPRINGS PARK IMPROVEMENTS  
ALACHUA COUNTY PARKS & CONSERVATION LANDS CONTACT: JOHN HOKKER, (352) 548-1279

11. CONTACTED: BROWN PROFESSIONAL GROUP INC. CONTACT: A.J. "AJ" BROWN, JR., P.E. (352) 375-8555  
BROWN PROFESSIONAL GROUP INC. CONTACT: TERRY WRIGHT, PLSM, (352) 375-8999

12. THE PARKING LOT: 05416 001 001

13. PARKING SPACES: 36,57 ACRES

14. SECTION: 06

15. TOWNSHIP: 06

16. RANGE: 17

10. PROJECT DESCRIPTION:  
THIS PROJECT WILL REPLACE THE EXISTING ROADWAY TO THE MAIN SPRINGS, REPLACE THE EXISTING GRASS LAUNCH STRIP, AND ADD THE EXISTING FLOODING BOULD, AND ADD A NEW ROADWAY TO THE ADDITIONAL, SLOUGH AREA LAUNCH STRIP.

11. PROPERTY ADDRESS: 28800 NW 16TH AVENUE, HIGH SPRINGS 32643

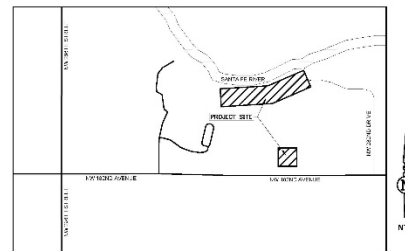
12. ZONING: C-1 (CONSERVATION)

13. LAND SIZE: 165.00 ACRES (FLOODING ZONE)

14. THIS SITE IS LOCATED IN A FLOODING FLOOD ZONE.

15. THIS SITE IS NOT LOCATED WITH A HISTORIC DISTRICT.

SUBMITTAL SCHEDULE	
SUBMITTAL	DATE
MASTER PLAN - 25% CD	09/13/2019
50% CD	09/23/2019
90% CD	11/04/2019
100% CD	12/23/2019
FINAL BID DOCUMENTS	04/23/2020

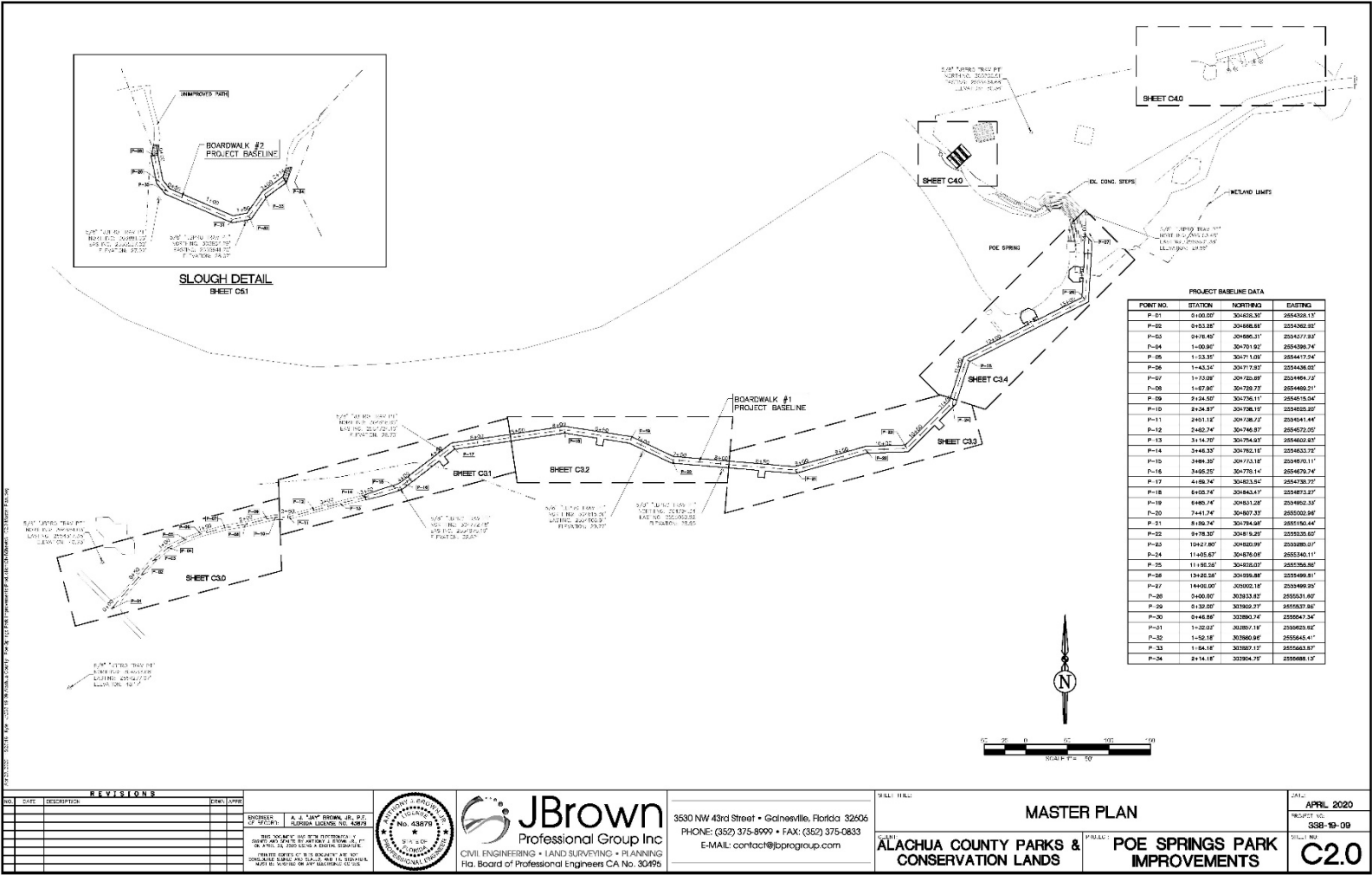


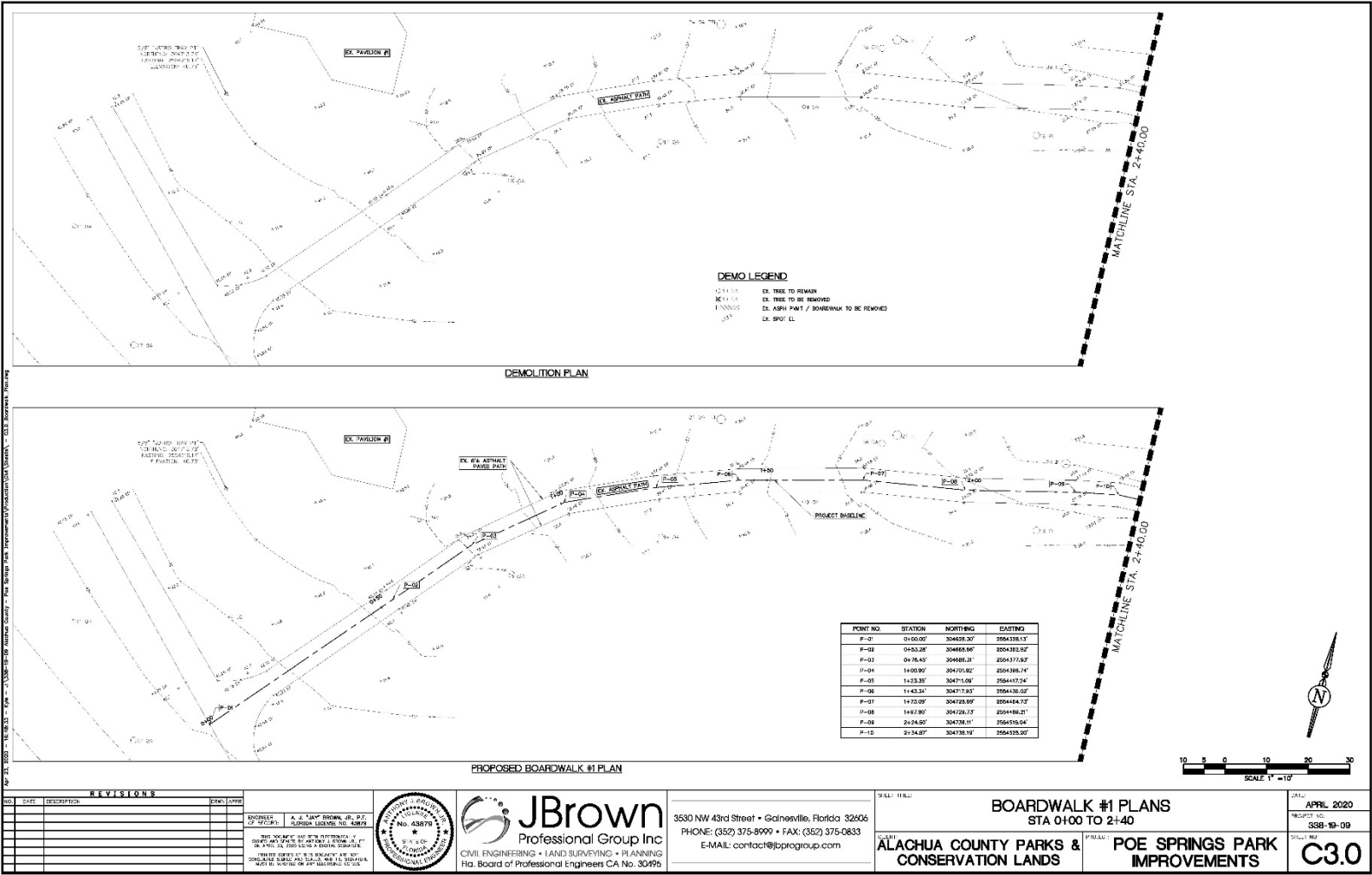
LOCATION MAP

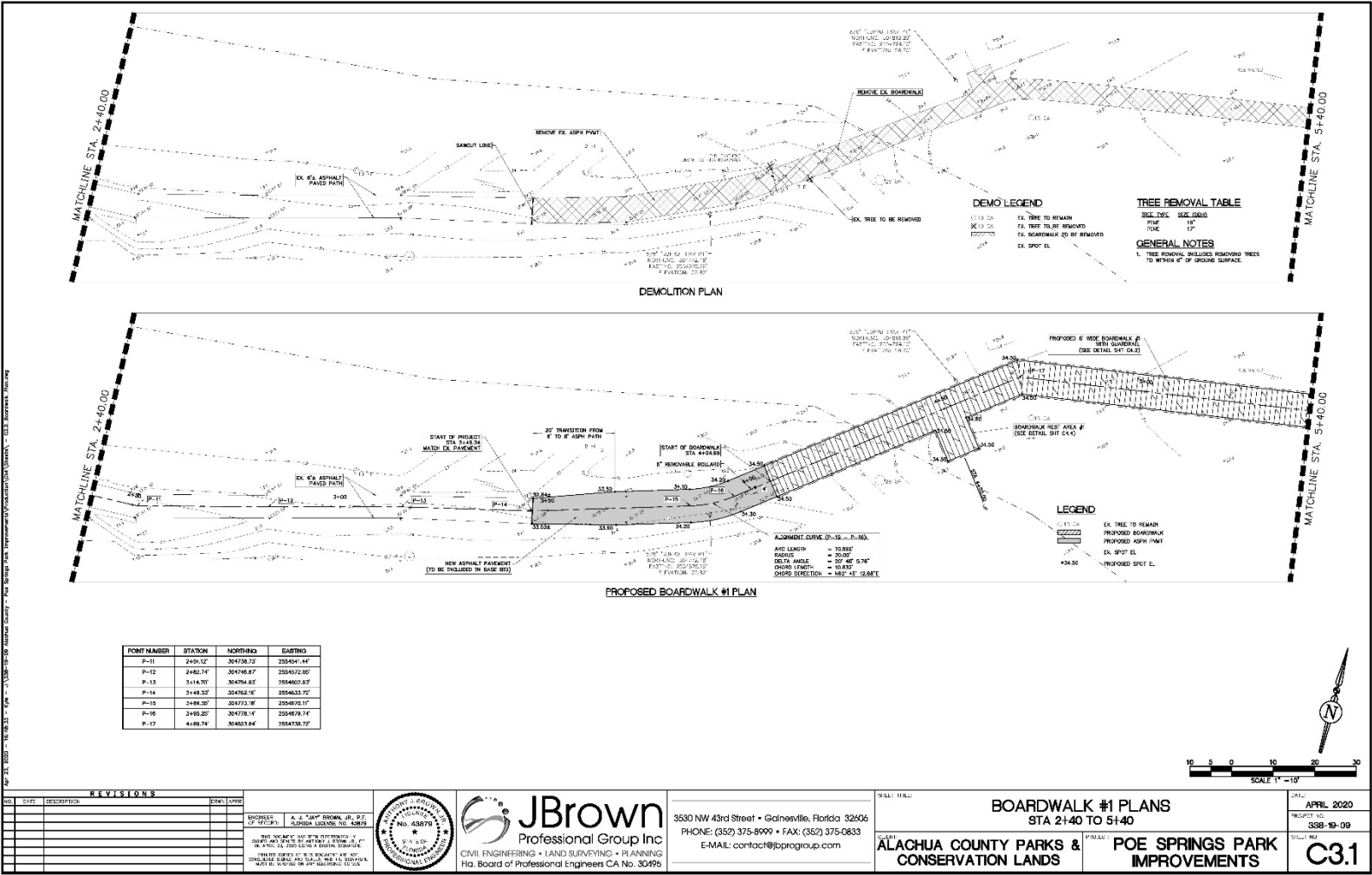
POE SPRINGS PARK IMPROVEMENTS SHEET INDEX	
SHEET NO.	TITLE
C0.0	COVER SHEET
C1.0	LEGEND, ABBREVIATIONS, AND NOTES
C2.0	MASTER PLAN
C3.0	BOARDWALK #1 PLAN
C3.1	BOARDWALK #1 PLAN
C3.2	BOARDWALK #1 PLAN
C3.3	BOARDWALK #1 PLAN
C3.4	BOARDWALK #1 PLAN
C4.0	CANOE LAUNCH & FLOATING DOCK PLAN
C4.1	CONCRETE CANOE LAUNCH DETAILS
C4.2	BOARDWALK #1 DETAILS
C5.0	SPRING OVERLOOK DETAIL
C5.1	BOARDWALK REST AREA DETAILS
C5.0	ALTERNATE A - ALUMINUM CANOE LAUNCH
C5.1	ALTERNATE S - BOARDWALK #2 PLAN
C5.2	ALTERNATE S - BOARDWALK #2 DETAILS
1 OF 5	TOPOGRAPHIC SURVEY
2 OF 5	TOPOGRAPHIC SURVEY
3 OF 5	TOPOGRAPHIC SURVEY
4 OF 5	TOPOGRAPHIC SURVEY
5 OF 5	TOPOGRAPHIC SURVEY

<table><tr><th colspan="4">REVIEWS</th></tr><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>				REVIEWS				NO.	DATE	DESCRIPTION	BY															3530 NW 43rd Street • Gainesville, Florida 32606 PHONE: (352) 375-8999 • FAX: (352) 375-0833 E-MAIL: <a href="mailto:contact@jbrgroup.com">contact@jbrgroup.com</a>	SHEET NO.: <b>COVER SHEET</b>	DATE: <b>APRIL 2020</b> PROJECT NO.: <b>336-19-09</b>
REVIEWS																												
NO.	DATE	DESCRIPTION	BY																									
I, <b>A. J. "TUFFY" BROWN, JR., P.E.</b> , a duly Licensed Professional Engineer, do hereby certify that the information furnished on this drawing is true and correct to the best of my knowledge and belief, and that I am a duly Licensed Professional Engineer in the State of Florida.						3530 NW 43rd Street • Gainesville, Florida 32606 PHONE: (352) 375-8999 • FAX: (352) 375-0833 E-MAIL: <a href="mailto:contact@jbrgroup.com">contact@jbrgroup.com</a>	SHEET NO.: <b>COVER SHEET</b>	DATE: <b>APRIL 2020</b> PROJECT NO.: <b>336-19-09</b>																				
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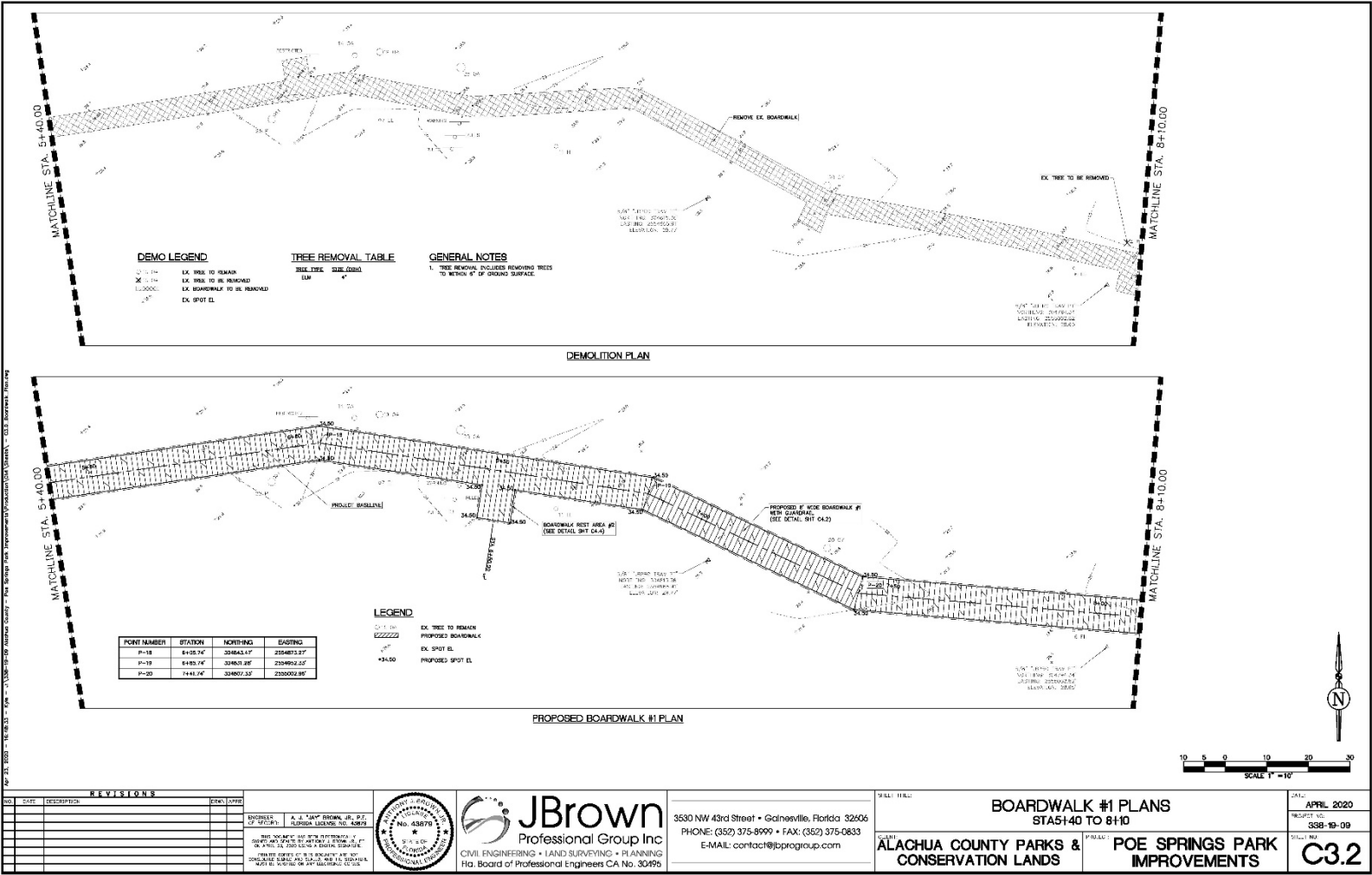


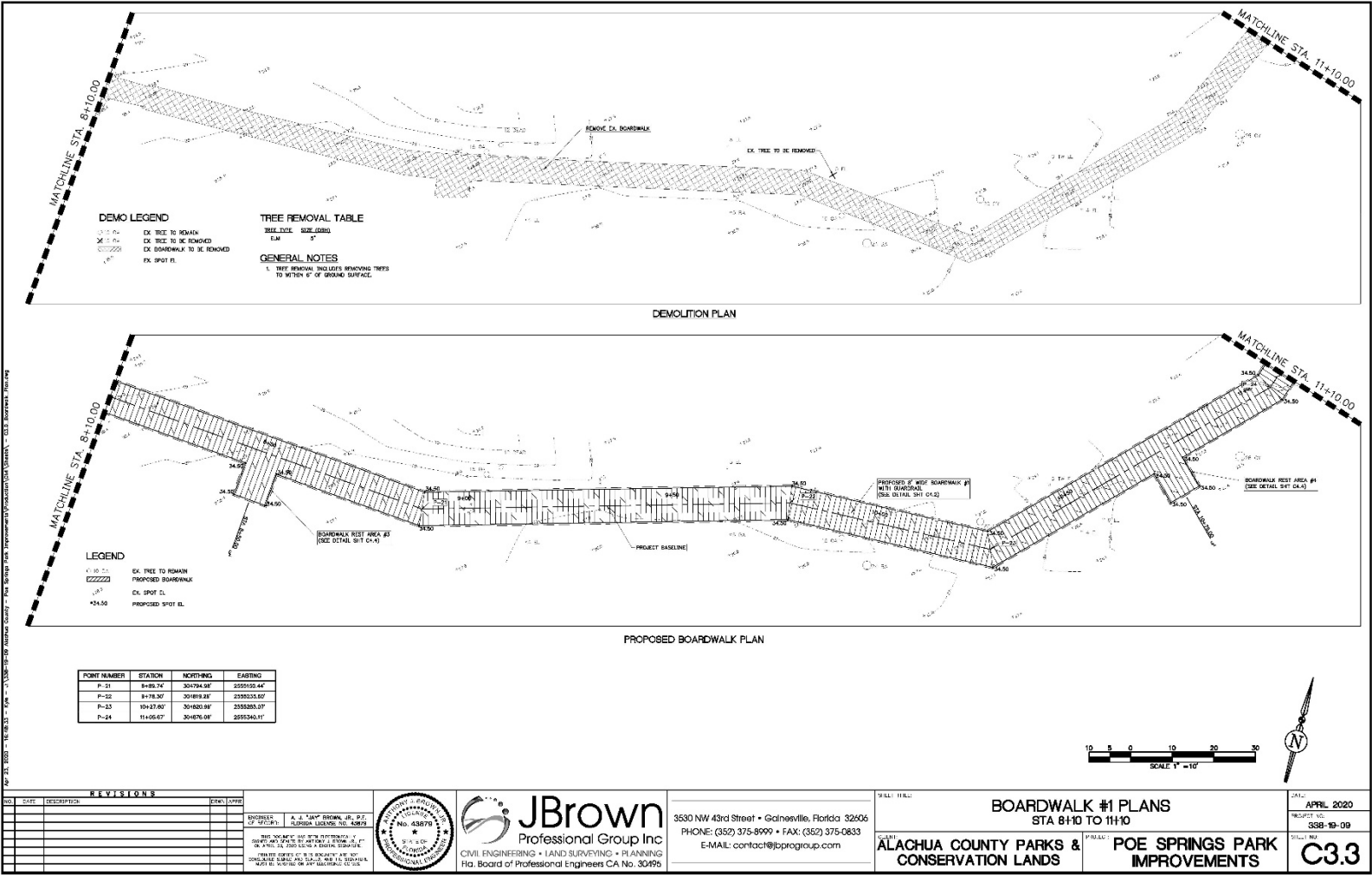


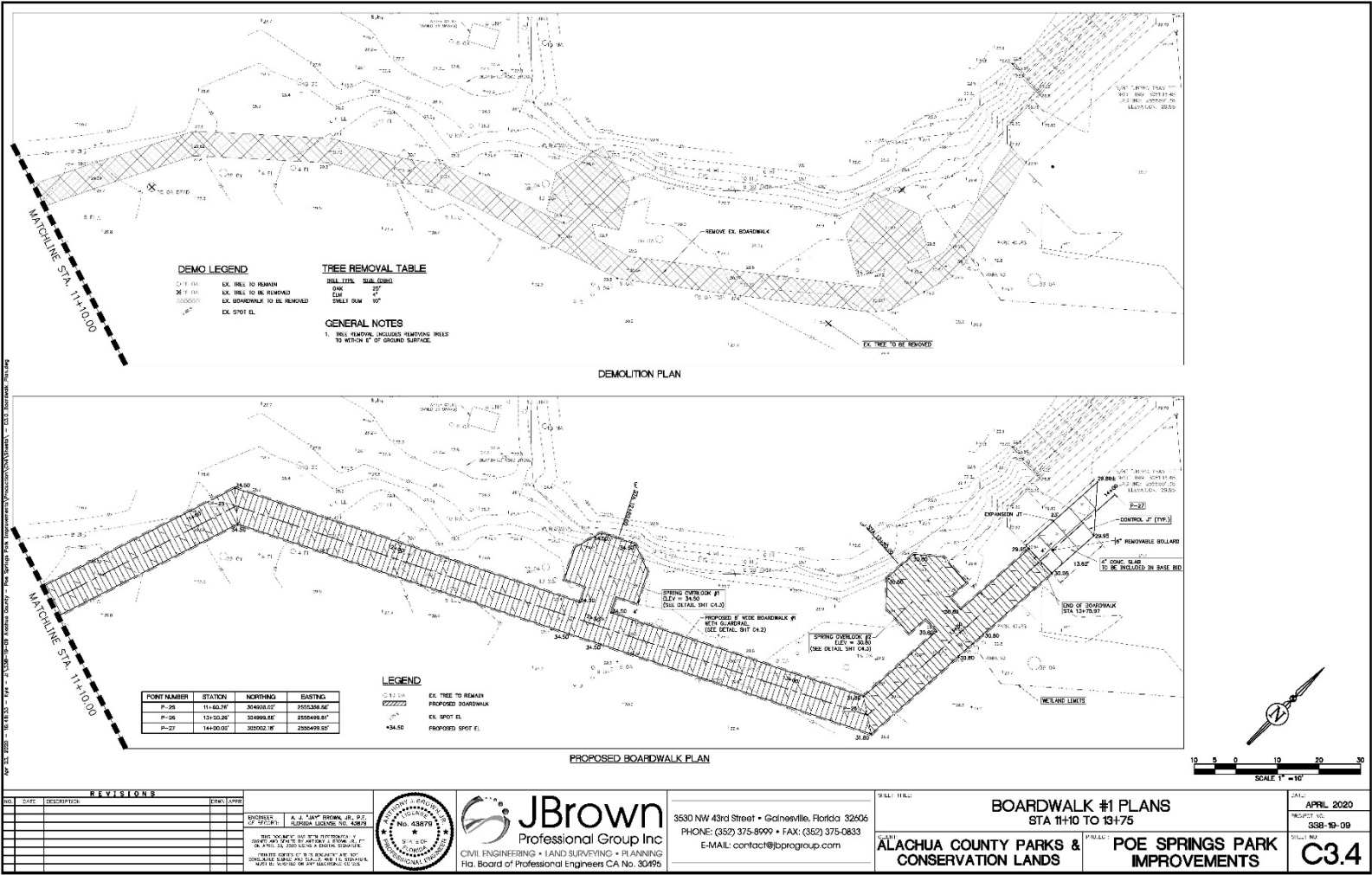


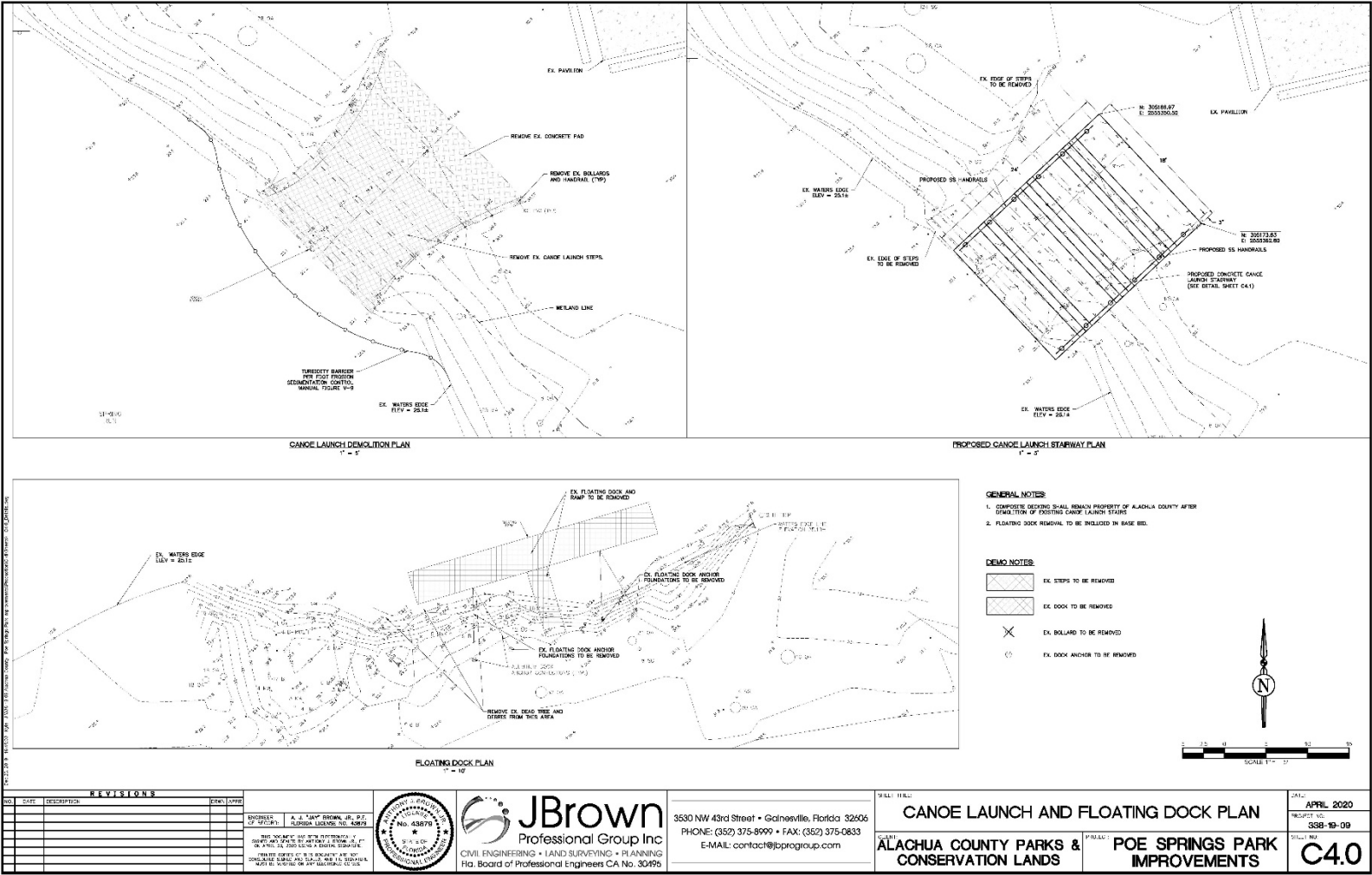


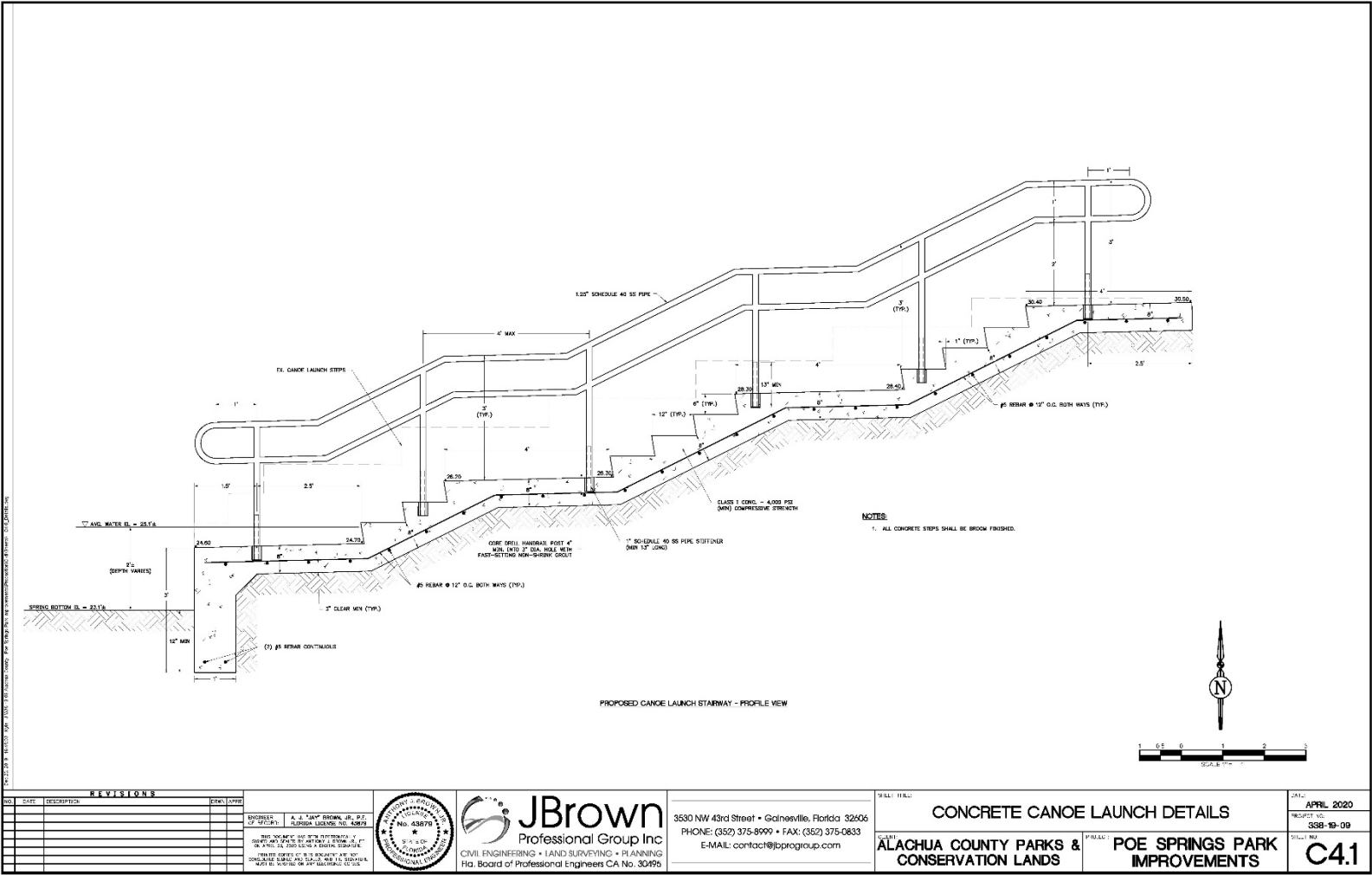


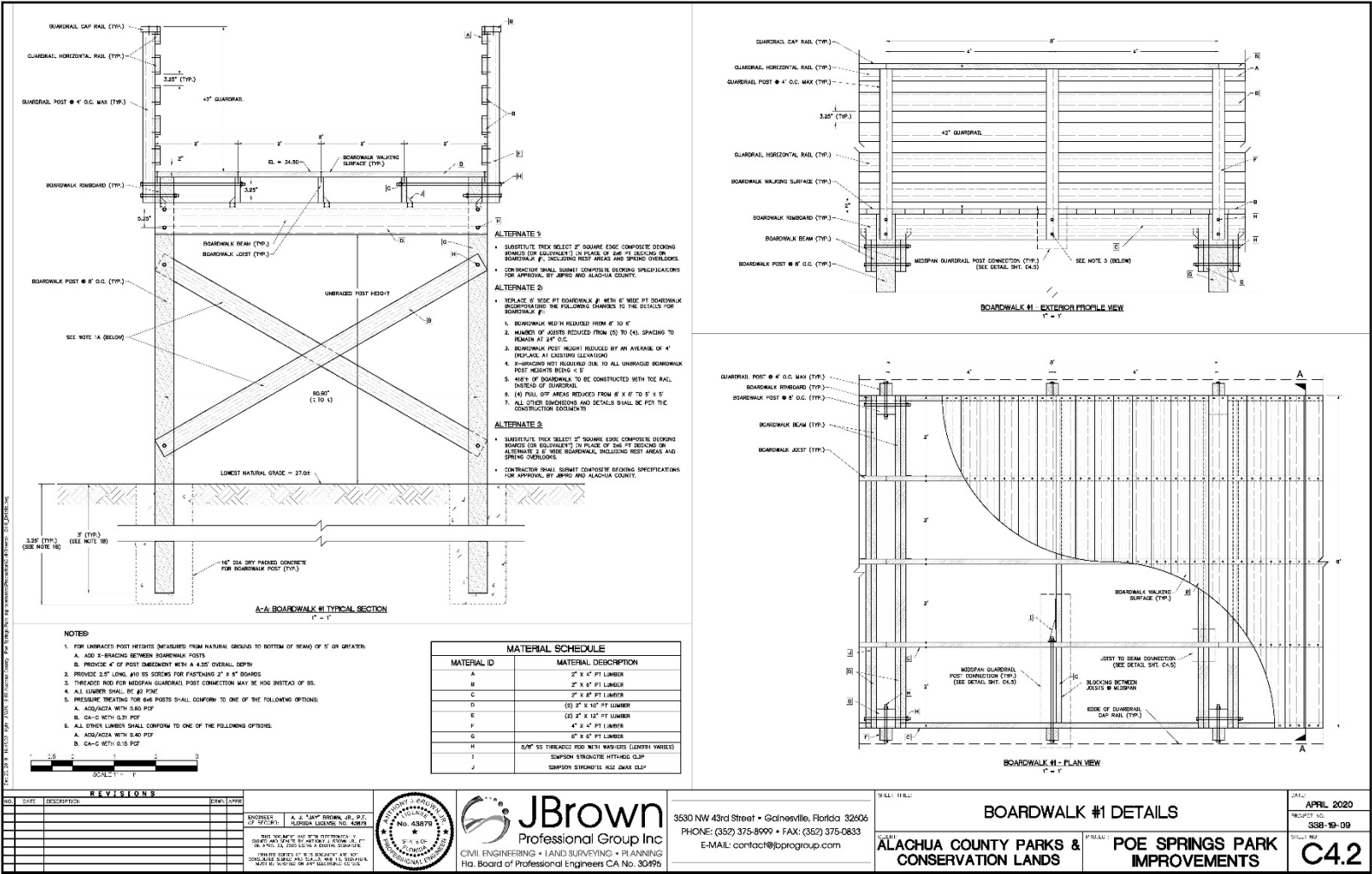


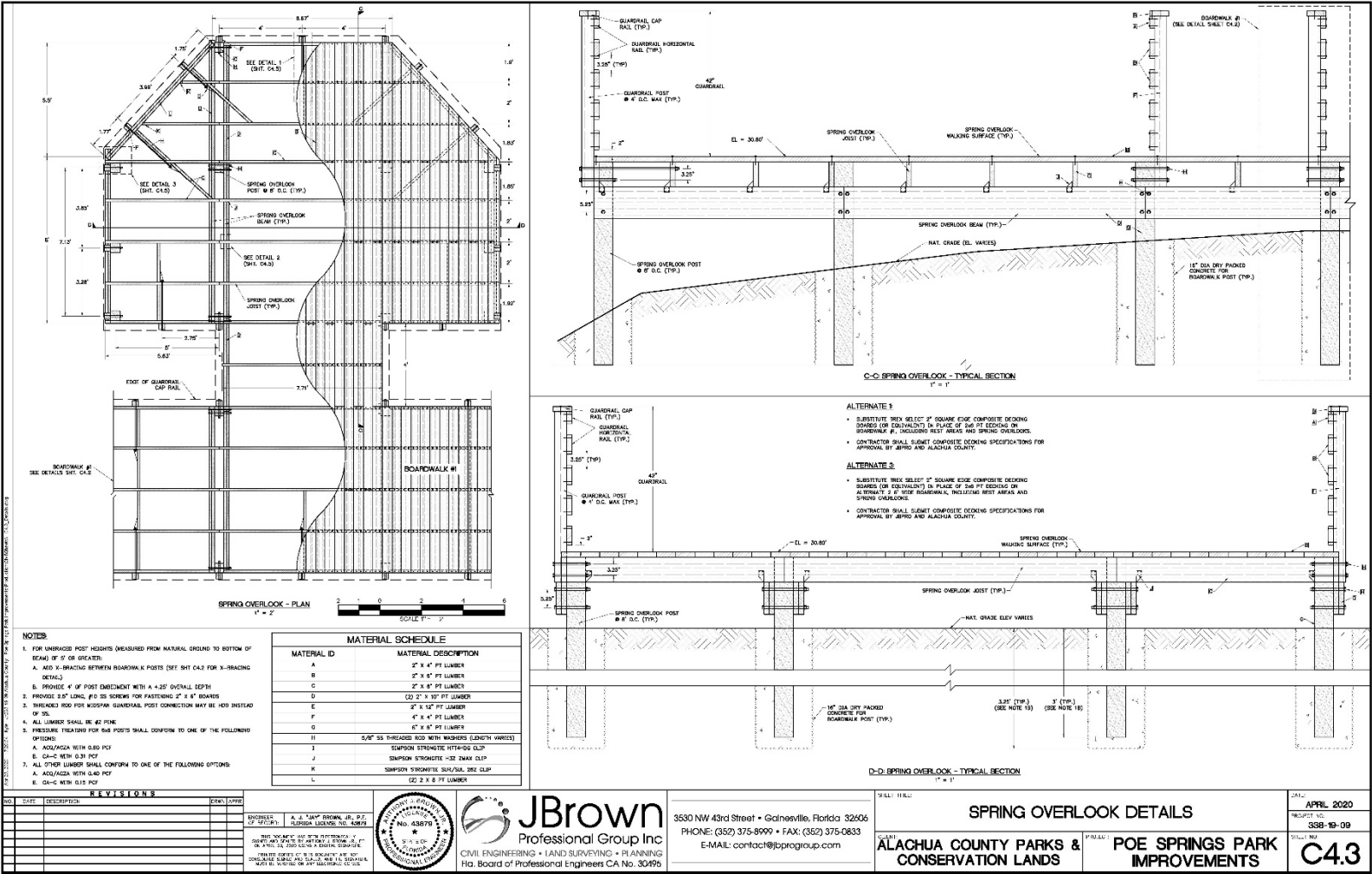


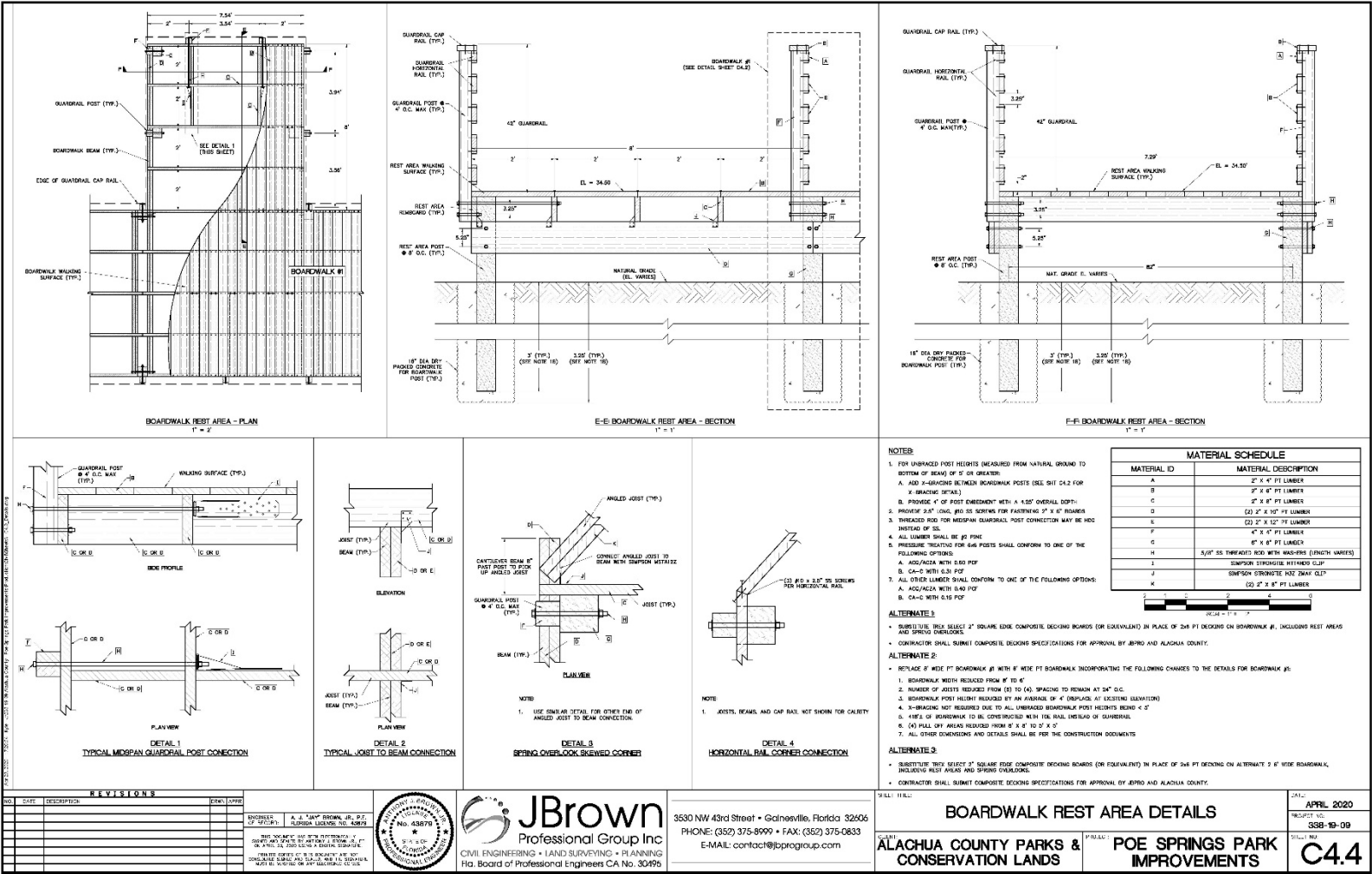




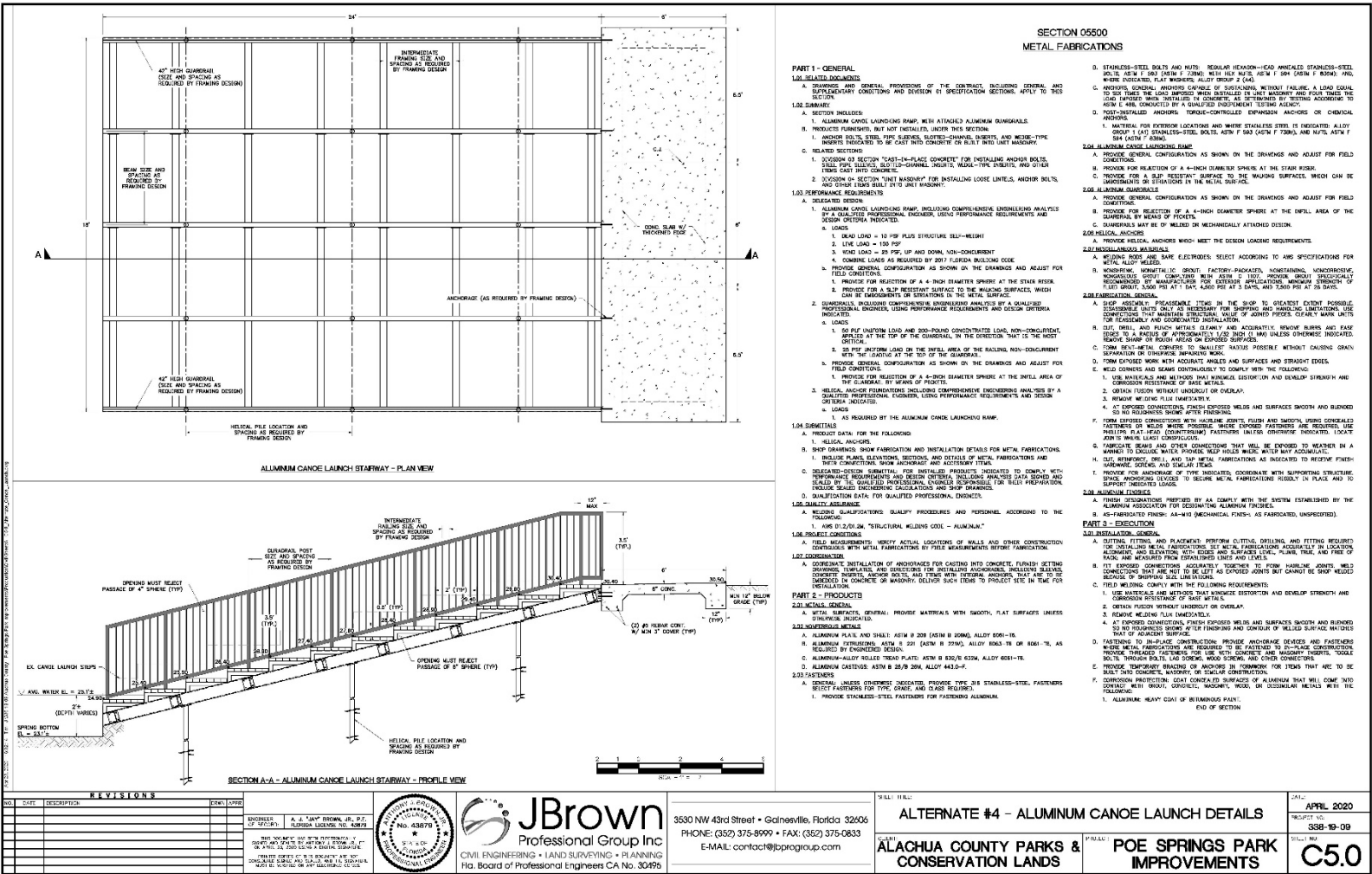


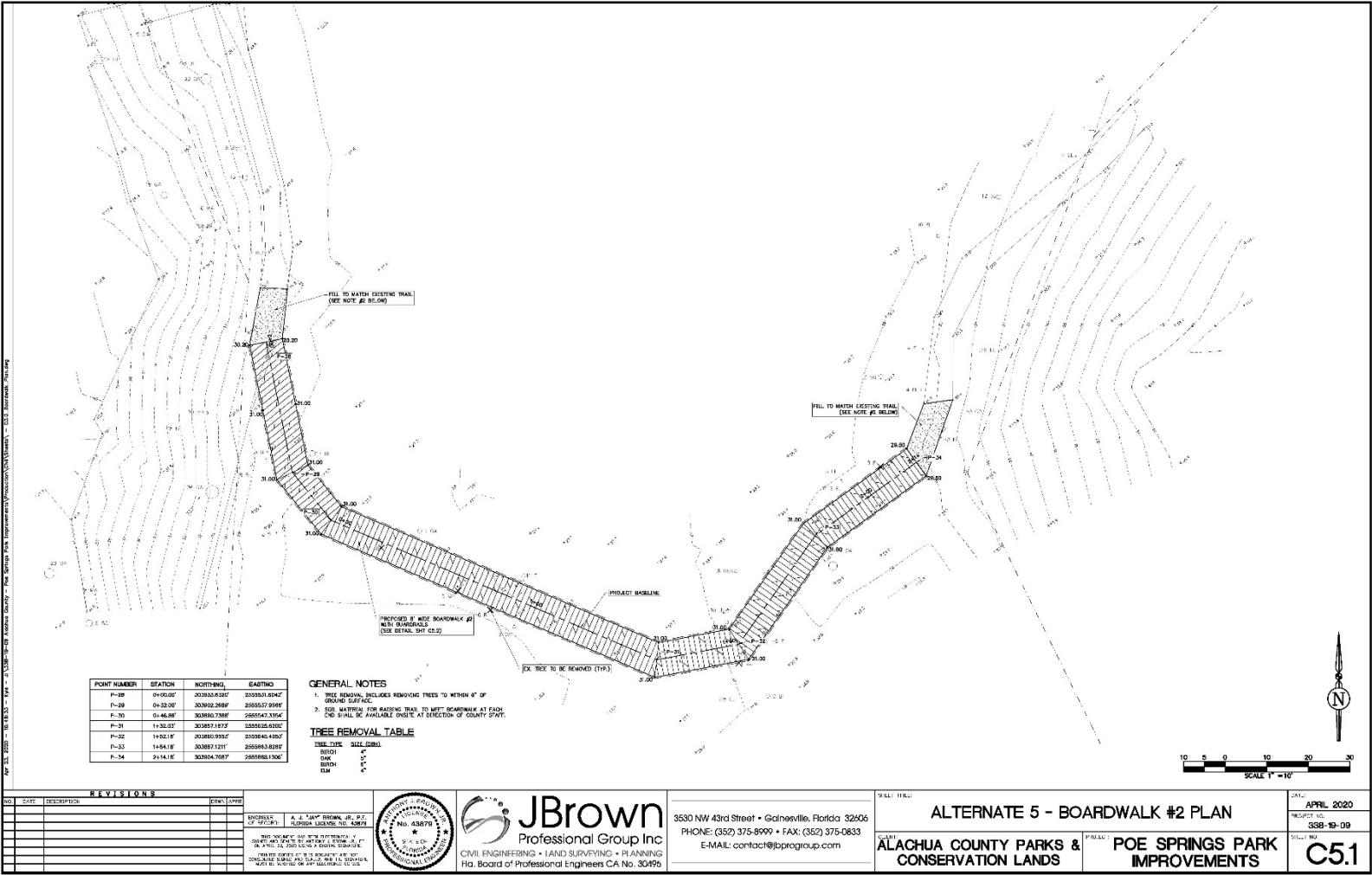


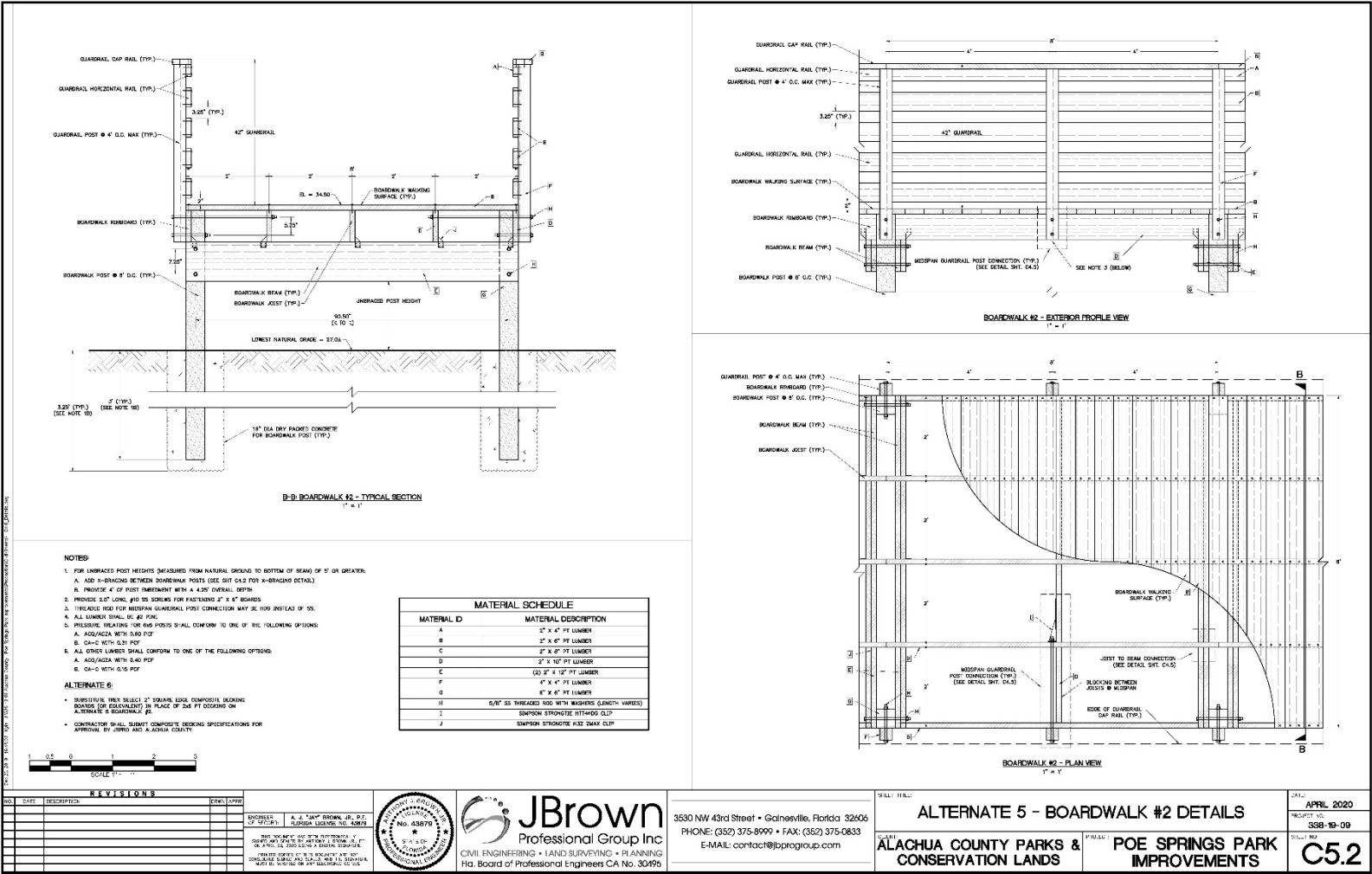












**EXHIBIT 4: BID FORM/ SCHEDULE OF VALUES****Bid Form/Schedule of Values****Bid 20-957 Poe Springs Boardwalk Improvements Project No. 6170050**

DESCRIPTION	AMOUNT BID
BASE BID:	
(A) Remove and replace boardwalk per Construction Documents (6' to 8' width) – Lump Sum	(A) \$ 373,986.00
(B) Remove and Replace existing Canoe Launch per Construction Documents – Lump Sum	(B) \$ 61,500.00
ALT 1: Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) for 8' Boardwalk – Lump Sum	\$ 34,000.00
ALT 2: Remove and replace boardwalk per Narrative (6' to 6' width) – Lump Sum	\$ 219,165.00
ALT 3: Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) for 6' Boardwalk – Lump Sum	\$ 30,000.00
ALT 4: Remove and Replace existing Canoe Launch with Alternate Aluminum Canoe Launch – Lump Sum	\$ 75,000.00
ALT 5: New 8' wide boardwalk (Boardwalk #2) per Construction Documents – Lump Sum	\$ 79,601.00
ALT 6: Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) for 8' Boardwalk #2 – Lump Sum	\$ 2,230.00

**NOTE:** This bid is a lump sum price bid. All Base Bids and Alternates must be filled out and completed to be considered a responsive and responsible bidder.

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 ☒ Yes No #2 ☒ Yes No #3 ☒ Yes No #4 ☒ Yes No

Bidder: Dockworks of North East Florida, LLC dba Company: C&H Marine Construction, Inc.

Address: 417 Stowe Avenue, Suite B, Orange Park, FL 32073

Authorized Signature:  Title: President

Clearly Print Name: Bob Mathews

Phone: 904-264-7500 Fax: 904-264-1731 Date: 06/17/2020

Email Address: Bob@candhmarine.com

**EXHIBIT 5: GENERAL CONSTRUCTION NOTICE TO PROCEED**

**NTP No.:** \_\_\_\_\_ **Agreement No.:** 11613

**Invoice/Billing Reference No.:** \_\_\_\_\_

**Project Description:** Poe Springs Boardwalk Improvements - replacement of existing wooden boardwalk and canoe launch at Poe Springs Park

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

**Date Issued:** \_\_\_\_\_

**County Project Manager:**

**Contractor:** Dockworks of North East Florida LLC DBA C & H Marine Construction, Inc.

**Contractor's Address:** 417 Stowe Ave. Suite B, Orange Park, FL 32073

**Architect/Engineer:**

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain General Construction Agreement No. 11613 between the County and the Contractor 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
- ☐ SPECIAL CONDITIONS
- ☐ SCHEDULE OF VALUES
- ☐ \_\_\_\_\_

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

**TIME FOR COMPLETION:** The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within Ninety (90) calendar days of this NTP with Final Completion occurring 30 calendar days after Substantial Completion.

**METHOD OF COMPENSATION:**

This Notice to Proceed is issued in accordance with the terms of the General Construction Agreement No. 11613, dated \_\_\_\_\_.

The amount paid for this job shall be:

\$ \_\_\_\_\_.

The County shall make payment to the 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 the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**CONTRACTOR**

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

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

Title: \_\_\_\_\_

Print Name and Title

**ARCHITECT/ENGINEER/COUNTY (as applicable)**

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

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

Title: \_\_\_\_\_

Print Name and Title

**ALACHUA COUNTY, FLORIDA**

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

Alachua County

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

## **EXHIBIT 6: PAYMENT BOND FORM**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

### **AGREEMENT DETAILS**

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO. , RFP, OR BID NO. :

### **BOND**

BOND NUMBER:

DATE:

AMOUNT:



**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

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

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

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

**SIGNATURES NEXT PAGE**

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 \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature): \_\_\_\_\_ Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ (AFFIX NOTARY SEAL)

**SURETY**

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

## **EXHIBIT 7: PERFORMANCE BOND FORM**

### **CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

### **OWNER (OBLIGEE)**

NAME: Alachua County

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

### **AGREEMENT DETAILS**

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO. , RFP, OR BID NO. :

### **BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

Witnesses as to Contractor Name:\_\_\_\_\_ Title:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**SURETY**

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

## **EXHIBIT 8: INSURANCE**

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

**The Contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by 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 agreement (original if contact is renewed) or prior.




**SUBCONTRACTORS**

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

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

**MAIL, EMAIL or FAX CERTIFICATES**

**EXHIBIT 8-A: CERTIFICATE OF INSURANCE**

<b>ACORD®</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/17/2020		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 350909  Jacksonville FL 32235		CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 904-880-8881 E-MAIL ADDRESS: kelly@kwhiteinsurance.com		FAX (A/C, No):		
INSURED Dockworks of North East Florida, LLC 417 Stowe Ave  Orange Park FL 32073		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Co AM Best A+ XI INSURER B: Travelers Property & Casualty Company INSURER C: INSURER D: American Interstate Ins Co INSURER E: Water Quality Insurance Syndicate INSURER F:		NAIC # 13056 09011  31895		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> DOCK2006171214024		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Protection & Idemnity <input checked="" type="checkbox"/> Incl Crew GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MRP0200091	01/16/2020	01/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	BA7P496542	04/24/2020	04/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	AWWCFL2903742020	01/16/2020	01/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Incl USL&H E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Vessel Pollution		53-82788	01/16/2020	01/16/2021	Scheduled Vessels \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Department: Parks and Open Space / Contact: John Morris (352)548-1219 / BID: Bid 20-957 Poe Springs Boardwalk Improvements, Project No. 6170050 The Alachua County Board of County Commissioners, its officials, employees and volunteers are an additional insured for General Liability including Products & Completed operations and for Auto Liability for owned, leased, hired or borrowed vehicles. Coverage is Primary and Non-Contributory.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
Alachua County Board of County Commissioners 12 SE 1 St  Gainesville FL 32601			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			

ACORD 25 (2016/03)

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**EXHIBIT 9: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_

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

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

(2) Contractor, pursuant to that certain General Construction Agreement No. \_\_\_\_\_ ("Agreement") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid No. 20-957; Poe Springs Boardwalk Improvements, as more particularly set forth in said Agreement.

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

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

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

(5) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement.(6)

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

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

**Contractor:**

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

Its: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Witnesses

[Corporate Seal]

STATE OF \_\_\_\_\_

**EXHIBIT 10: FINAL PAYMENT BOND WAIVER FORM**

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

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

**CONTRACTOR:** Dockworks of North East Florida LLC DBA C & H Marine Construction, Inc.

**PROJECT:** General Construction Agreement No. 11613 (“Agreement”) for labor, materials, and services for Bid No. 20-957 Alachua County Poe Springs Boardwalk Improvements

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 FLORIDA**

**COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, e.g.  
officer, trustee, attorney in fact) for \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: F4D341BA0C4A41CF9C849261CC7C3CD5	Status: Completed
Subject: Please DocuSign: Agreement 11613 with C & H Marine Construction, Inc. for Poe Springs Boardwalk...	
Source Envelope:	
Document Pages: 66	Signatures: 1
Certificate Pages: 4	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: 216.194.144.254

## Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
9/8/2020 2:54:54 PM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

## Signer Events

Bob Mathews  
bob@candhmarine.com  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
634DF56942D24D1...  
Signature Adoption: Pre-selected Style  
Using IP Address: 73.224.92.59

## Timestamp

Sent: 9/8/2020 3:07:30 PM  
Resent: 9/11/2020 8:29:50 AM  
Viewed: 9/8/2020 3:31:38 PM  
Signed: 9/11/2020 2:56:54 PM

## Electronic Record and Signature Disclosure:

Accepted: 9/8/2020 3:31:38 PM  
ID: 0dd0468f-10d0-4419-8227-629ebeb1501

## 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

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	9/11/2020 8:29:50 AM
Certified Delivered	Security Checked	9/8/2020 4:39:25 PM
Signing Complete	Security Checked	9/11/2020 2:56:54 PM
Completed	Security Checked	9/11/2020 2:56:54 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.

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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](mailto: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](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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](mailto: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](mailto: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.