

BID INSTRUCTIONS

FOR

BID 21-965

Camp Cuscowilla Pool Renovations - Project # 8204102

E-Bid Opening Date: February 17, 2021



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY MANAGER

Michele L. Lieberman

FACILITIES MANAGEMENT

Charlie Jackson

SECTION A.....	3
ADVERTISEMENT FOR BIDS	3
SECTION B.....	5
INSTRUCTIONS TO BIDDERS	5
1.0 DEFINITIONS.....	5
2.0 GENERAL PROVISIONS	7
3.0 LAWS, PERMITS AND REGULATIONS.....	12
4.0 EXAMINATION OF SITE.....	12
5.0 INTERPRETATION OF ESTIMATED QUANTITIES	13
6.0 WITHDRAWAL OF BIDS	13
7.0 BID SECURITY	13
8.0 QUALIFICATIONS OF BIDDERS	13
9.0 DISQUALIFICATIONS OF BIDDERS	14
10.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT	14
11.0 ACCEPTANCE OF THE BID.....	15
12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK.....	15
13.0 PLANS FOR CONSTRUCTION	15
14.0 PERFORMANCE	15
15.0 COLLUSION.....	15
16.0 CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY	16
17.0 RESPONSIBLE AGENT.....	16
18.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST	16
SECTION C.....	19
BIDDERS CHECK LIST	19
SECTION D.....	20
EXHIBIT A: BID FORM/SCHEDULE OF VALUES	20
EXHIBIT B: RESPONSIBLE AGENT FORM	23
EXHIBIT C: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE.....	24
EXHIBIT D: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM.....	25
EXHIBIT E: PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM	29
EXHIBIT F: DRUG FREE WORKPLACE	30
EXHIBIT G: BIDDER'S QUESTIONNAIRE	31
EXHIBIT H: FORM OF BID BOND.....	32
EXHIBIT I: PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.....	34
EXHIBIT J: CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY	35
EXHIBIT K: SAMPLE AGREEMENT	37

SECTION A

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for Bids until **February 17, 2021** for the purpose of selecting a contractor to furnish all labor, materials, equipment and apparatus for the construction of: **Bid 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102**, in Alachua County, Florida. The scope for **BID 21-965** is for **“Restoration of the pool, pool equipment, and pool deck.”**

All work shall be done in accordance with the Bid Instructions and Capital Construction Agreement No. 11892 known as the Invitation to BID (ITB). The County posts and distributes information pertaining to its procurement solicitations on DemandStar.

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through “E-Bidding” on DemandStar. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.

Each Bid must be accompanied by a bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

Guaranty Bonds in the form of a **Performance and Payment Bond** in amounts equal to one hundred percent (100%) of the Bid Price will be required of the successful bidder.

SPECIFICATION FOR: Camp Cuscowilla Pool Renovations - Project # 8204102

BID NUMBER: 21-965

PRE-BID CONFERENCE: 2:00 pm, January 26, 2021
210 SE 134 Ave
Micanopy, FL 32667

E-BID OPENING DATE: February 17, 2021

Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder’s complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

The Board of County Commissioners, Alachua County, Florida, reserves the right to reject any and all bids, to waive informalities and to re-advertise.

Theodore White

Procurement Agent II

Alachua County, Florida

Publish: **January 13, 2021 and January 20, 2021**

SECTION B

INSTRUCTIONS TO BIDDERS

1.0 **DEFINITIONS**

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

AGREEMENT: The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.

BID: The offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the work contemplated, or a duly authorized representative.

BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to the Contractor, signed by the Board of County Commissioners, County Manager, or the Department Director as appropriate, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or the Contract Time, issued after execution of the Agreement.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTINGENCY AMOUNT: The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.

CONTRACT PRICE: The total monies payable to the Contractor under the provisions of the Contract Documents.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.

COUNTY: Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.

COUNTY ENGINEER: The Alachua County Public Works Director, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

DIRECTOR: The Department Director, or their designee acting for the County.

DRAWINGS: The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.

FIELD CHANGE ORDER: A written order to the Contractor signed by the Board of County Commissioners, County Manager, or the Department Director or designee for additional weather days or modifications to the work only for changes in unit quantities (except Lump Sum Unit Pricing) and for pay factor adjustments.

PROJECT REPRESENTATIVE: The authorized representative of the Director who is assigned to the project or any parts thereof.

RESPONSIBLE AGENT: The duly authorized representative of the Bidder during the contract period.

SHOP DRAWINGS: All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Any state or national standard or specification referenced in any document listed in this advertisement, when work performed is described therein.

SUBCONTRACTORS: Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

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

2.0 **GENERAL PROVISIONS**

2.1 **Purpose**

Alachua County is calling for and requesting the submission of bids for **21-965 Camp Cuscowilla Pool Renovations - Project # 8204102.**

The herein included **Section A** Advertisement for Bids, **Section B** Instructions to Bidders, **Section C** Bidders Check list, **Section D** Bid Form and Capital Construction Agreement No. 11892 together with all attached documents herein advertised on **January 13, 2021 and January 20, 2021** and any applicable addenda, constitute the entire Invitation to Bid (ITB). Specifications and supplementary documents are essential parts of the ITB and requirements occurring in one are as binding as though occurring in all.

2.2 **Submission of Bids**

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete submittal in pdf format must be uploaded into DemandStar prior to the 2:00 p.m. deadline.

THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

The submittal of a proposal by a bidder will be considered by the County as constituting an offer by the bidder to perform the required services at the stated fees.

2.3 **Bid Opening – Zoom Meeting**

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

Join Zoom Meeting

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/u/adtsfJybhW>

2.4 **Proprietary Information**

Responses to this Invitation to Bid upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 **must be submitted in a separate electronic envelope**, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT I, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your bid proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

2.5 **Preparation of Bid and Capital Construction Agreement**

The Bidder shall review the Capital Construction Agreement for "BID 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102" and complete **Section D, Bid Form** of the Bid Instructions. All blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled or the words "No Bid", "No Change", or "Not Applicable" entered. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted. No bids containing edits to the Capital Construction Agreement terms will be accepted.

The Bidder, if an individual, shall sign their name and show their address in the blank space provided therefore. If the Bid is made by a partnership or corporation, the names of the partnership or corporation, together with the names and addresses of the partners or officers, shall be shown, and the Bid acknowledged by one of the partners or officers, as required. The completed Bid shall be submitted as outlined in **Section A**, Advertisement for Bids. The Bidder shall submit with his Bid a list naming any Subcontractors which the Bidder proposes to employ, and identify any small business enterprises included, on the form provided in **Section D**, Bid Form. This form must be completed by Bidder, even where no subcontractors or SBE's (Small Business Enterprises) are proposed; Contractor will be required to indicate "None", and sign. Completion of this form and Proposed SBE Utilization will be an evaluation factor. **Section D**: Bid Form, Exhibit A: Bid Form/Schedule of Values will become Exhibit 9 of the executed Capital Construction Agreement.

2.6 **Non-Warranty of Specifications**

Due care and diligence have been used in preparing these specifications, The County does not guarantee that the conditions described within the specifications are the conditions that will be found in the field when actual construction is commenced. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

2.7 **Interpretation of Plans and Specifications**

No interpretation of the ITB will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Theodore White** at twhite@alachuacounty.us no later than ten (10) days prior to the deadline set for receipt of bids. Any interpretation to a Bidder will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative.**

Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the Addenda as indicated on the bid form.

2.8 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

- 2.9 **Certified Business Enterprise (Only Applicable for Federal and State funded projects)**
 MBE/WBE/DBE businesses are encouraged to participate. In the event of a tie, if one of the businesses involved in the tie are minority or female owned, they shall be ranked above the other firm or firms involved in the tie. In compliance with the Florida Sunshine Amendment and Code of Ethics, Alachua County strictly enforces open and fair competition in all procurement proceedings. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required.
- 2.10 **Small Business Enterprise (SBE) Program Participation**
- 2.10.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.
 - 2.10.2 The SBE Program Participation Form, **EXHIBIT D**, should be completed for your proposal to be considered responsive.
 - 2.10.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (**i.e. office, auto, janitor, lawn, etc.**) equipment, services and construction.
 - 2.10.4 The County will award a price preference to certified SBE vendor or contractors that meet the SBE participation goal in its response.
 - 2.10.5 The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.
 - 2.10.6 The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Contractor that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.
 - 2.10.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined
 - 2.10.8 **Proposed Subcontractors Requirements**
 - 2.10.8.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT D, Option 3**.
 - 2.10.8.2 If SBE subcontractors are **not available** for the bid/RFP you **should complete** a Good Faith Effort Form, **EXHIBIT D, Option 4**.
 - 2.10.9 **Good Faith Effort Requirements**
 - 2.10.9.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized **EXHIBIT D, Option 2**. The Equal Opportunity Division maintains a directory of certified SBE's. [The Alachua County Small Business Enterprise Directory](http://smallbusdir.alachuacounty.us/) is available at: <http://smallbusdir.alachuacounty.us/>
 - 2.10.9.2 The Equal Opportunity Division shall determine what constitutes a “good faith effort” for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's, under Section 22.11-207, Alachua County Procurement Code. The following factors shall be considered in making such determination:

- 2.10.9.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
 - 2.10.9.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
 - 2.10.9.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
- 2.10.10 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT D**.

2.11 **Alachua County Government Minimum Wage (GMW)**

- 2.11.1 Services solicited through this Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code (“Alachua County Government Minimum Wage”) which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders/Proposers should consider the cost of compliance, if any, when submitting bids.
- 2.11.2 The contractor shall certify via **Section D: Bid Form, Exhibit C** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor and incorporated as Exhibit 10 of the executed Capital Construction Agreement.

2.12 **U.S. Department of Homeland Security E-Verify System**

The Contractor/Professional shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Invitation to Bid (ITB). The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s Invitation to Bid (ITB) to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the solicitation. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

2.13 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.14 **Drug Free Workplace**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete **Section D: Bid Form, Exhibit F**, secondly, to certified small business bidders, **Section D: Bid Form, Exhibit D**.

2.15 **Subcontractors**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form (Non-Small Business Enterprise), **Section D: Bid Form, Exhibit E**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

2.16 **Quality**

All materials shall be new. In no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

3.0 **LAWS, PERMITS AND REGULATIONS**

3.1 **Permit, Application, and License Fees**

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

3.2 **Compliance**

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

4.0 **EXAMINATION OF SITE**

- 4.1 Before submitting the bid proposal, it shall be the Bidder's responsibility to visit the site of the proposed Work and familiarize the Bidder with the nature and extent of the Work and any local conditions, either surface or subsurface, that may in any way affect the Work to be done and the equipment, materials and labor required. The Bidder shall also thoroughly examine the Specifications and Contract Documents, or other related documents, to inform the Bidder regarding any and all conditions and requirements that may in any manner affect the Work to be performed under this contract. Failure to do so will not relieve the Contractor of complete performance under this contract.

5.0 **INTERPRETATION OF ESTIMATED QUANTITIES**

- 5.1 The estimated quantities of Work to be done and materials to be furnished under this Contract, given in the bid form, shall be considered as approximate only and shall be used solely for the comparison of Bids received. The County does not guarantee that the quantities represented will be the actual quantities required for completion of the contract, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor shall be made only for the actual quantities of Work performed or materials furnished in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without invalidating any of the unit or lump sum prices bid.

6.0 **WITHDRAWAL OF BIDS**

- 6.1 Any Bidder may withdraw his Bid, either personally, electronically, or written request, at any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw their Bid for a period of one hundred and twenty (120) days after the date set for the receiving of bids.

7.0 **BID SECURITY**

- 7.1 Each Bid must be accompanied by a bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

If the successful Bidder, for any reason whatsoever, withdraws from competition after the opening of the Bids, or fails or refuses to execute the contract and Bond within ninety (90) days after the Bidder has received notice of acceptance of his Bid, the Bidder shall forfeit to the County their Bid security deposit as liquidated damages for such withdrawal, failure or refusal. In the aforementioned situation, the successful Bidder shall be responsible to the Board of County Commissioners for the additional cost of said project, if any.

8.0 **QUALIFICATIONS OF BIDDERS**

- 8.1 **Consideration**
Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidders shall be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years.
- 8.2 **General**
Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

8.3 **Bidder's Questionnaire**

The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Bidders are requested to complete and return, along with their bid, **the Bidder's Questionnaire Section D: Bid Form, Exhibit G.**

8.4 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

9.0 **DISQUALIFICATIONS OF BIDDERS**

9.1 Only the Bid from an individual, firm, partnership or corporation, under the same or different names, will be considered for the same Work. Should it be evident that any Bidder is interested in more than one Bid for the same Work, all Bids in which such Bidder is interested will be rejected.

9.2 Should there be reasonable ground for the County or Director to believe that a collusion or combination exists among Bidders, all Bids may be rejected and all participants in such combination or collusion may be barred from making future Bids for the same Work.

9.3 Only reliable Bidders, capable of performing the class of Work proposed, will be considered in awarding the contract. If the available evidence of competency of any Bidder is not satisfactory to the County, the Bid of such Bidder may be rejected.

10.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

10.1 **Consideration of Bid and Award**

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

10.2 Prior to the award of the contract, the County may require the Bidder to submit an analysis of any lump sum bid prices quoted, which will be considered in award of the contract.

10.3 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

10.4 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within the time frame outlined in the ITB. The County reserves the right to accept and award a contract after such timeline has lapsed, if both parties agree to the award. If the low bidder does not elect to execute an agreement after such time frame, the County reserves the right to accept the Bid of the next lowest responsive and responsible Bidder or re-advertise for Bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though they were the original successful Bidder.

- 10.5 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

11.0 **ACCEPTANCE OF THE BID**

11.1 **Acceptance of Offer**

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

- 11.2 It is the intent of the County to enter into a Contract in substantially the form attached to this bid document.

12.0 **CONTRACT TIME FOR THE COMPLETION OF THE WORK**

12.1 **Project Schedule**

Timeliness is of the essence for this project. The expected timeline for this project is as follows:

Bid Opening: February 17, 2021

Anticipated Contract Approval: Within 120 Days of Bid Opening Date.

Pre-construction Conference and Notice-to-Proceed: Two weeks after the award of the contract.

The actual dates may vary; however, the contractor should expect that a pre-construction conference will be held approximately two weeks after the award of the contract and that a notice-to-proceed shall be issued at that time.

13.0 **PLANS FOR CONSTRUCTION**

- 13.1 The successful Bidder will be furnished three (3) sets of construction plans and Specifications, exclusive of any referenced state or national standards or specifications, without charge.

14.0 **PERFORMANCE**

14.1 **Performance Time**

All material and parts shall be bid F.O.B. (Free On Board) destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

15.0 **COLLUSION**

- 15.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

- 15.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

16.0 **CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY**

- 16.1 A corporation is able to engage in business in its own name, entering into contracts, deeds and other legal documents, just like an individual. The board of directors can name the officers with authority to sign those documents in its bylaws or corporate resolutions. These officers named have the express, actual authority to legally bind the corporation to the documents they sign. That is, any document they sign is considered to be signed by the corporation itself. Bidders are requested to complete and return along with their bid **Section D: Bid Form, Exhibit J: Corporate Resolution Granting Signing Authority and Authority to Conduct Business.**

17.0 **RESPONSIBLE AGENT**

- 17.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, notices or contracts between the County and the contractor, **Section D: Bid Form , EXHIBIT B: Responsible Agent Form.**
- 17.2 The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 17.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

18.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term “Bidder” includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

18.1 **Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

18.2 **Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

18.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

- 18.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;

- 18.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and
- 18.2.1.3 The Solicitation instructions are unclear or contradictory.

18.3 **Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

18.4 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

18.5 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

- 18.5.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
- 18.5.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
- 18.5.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

18.6 **Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at lsapp@alachuacounty.us no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

18.7 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

18.8 **Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

- 18.8.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
- 18.8.2 necessary to avoid or substantial reduce significant damage to County property;
- 18.8.3 necessary to avoid or substantially reduce interruption of essential County Services; or; otherwise in the best interest of the public.

SECTION C

BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Review all Contract Documents.
- ☐ Acknowledge all Addendum(s) issued with this solicitation must be included in your BID submission. A place to check off acknowledgement is on the Bid Form/Schedule of Values.
- ☐ Fill out **all of the exhibits** as required, especially **Exhibit D, Small Business Enterprise (SBE) Program Participation Form.**
- ☐ Include any bid bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline.
LATE BIDS WILL NOT BE CONSIDERED.

If you have questions concerning these items or other sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.

SECTION D

EXHIBIT A: BID FORM/SCHEDULE OF VALUES

BID 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102

Date: _____

Board of County Commissioners
Alachua County, Florida
Gainesville, Florida

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the plans and Specifications for the Work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Alachua County, Florida, through the Board of County Commissioners, Gainesville, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for: **BID: 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102** to furnish the prescribed Performance and Payment Bond for not less than one hundred percent (100%) of the bid price; and to furnish the required evidence of the specified insurance.

The undersigned further agrees that in case of failure on his part to execute said contract within thirty (30) consecutive calendar days after written notice being given of award of contract, the certified or cashier's check or bid bond accompanying this bid, and money payable thereon, shall be paid into funds of the Alachua County Board of County Commissioners, Gainesville, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees to commence work as set forth in the Notice to Proceed and to reach substantial completion within **120** working days from the date on which work commences with final completion within **15** calendar days thereafter.. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the County **\$250.00** per calendar day as liquidated damages for substantial completion and **\$250.00** per calendar day as liquidated damages for final completion.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as “Bid Schedule”. The Bidder understands that the quantities shown on the “Bid Schedule” are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

BID: 21-965Camp Cuscowilla Pool Renovations - Project # 8204102

_____ **BIDDER**

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): _____, _____, _____.
_____, _____, Bidder shall insert Number of each Addendum received and agrees that all addenda issues are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

Witness

Bidder

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Address: _____

Bid Form/Schedule of Values

Bid 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102

DESCRIPTION	AMOUNT BID
BASE BID (LS)	\$
ALT 1: Diamond Brite (LS)	\$
ALT 2: Saltwater conversion (LS)	\$
Total Bid (add all rows above)	\$

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

List of Unit Abbreviations:

SY Square Yards	GL Gallons	SD Side Drain
LS Lump Sum	MG Thousand Gallons	ED Each Day
CY Cubic Yards	GM Gross Miles	CD Cross Drain
EA Each	LF Linear Feet	AC Acre
TN Tons	NM Net Miles	RCP Reinforced Concrete Pipe
HR Hour	AS Assembly	PI Per Intersection

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

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

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

EXHIBIT B: RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

SIGNED: _____ DATE: _____

EXHIBIT C: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE

BID 21-965: Camp Cuscowilla Pool Renovations - Project # 8204102

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Code.

Please mark the appropriate box below that applies to how you pay your employees:

- ☐ Employees involved with Alachua County projects are paid a minimum of **\$14.50 hourly** and are provided health benefits?
- ☐ Employees involved with Alachua County projects are paid a minimum of **\$16.50 hourly but are not provided** health benefits?

Company/Bidder: _____

Address: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

Witness (By Corporate Officer)

Signature: _____

Print: _____

Title: _____

Company/Bidder

Signature: _____

Print: _____

Title: _____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT D: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION FORM

BID: 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102

OPTION 1

I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.

Circle One:

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to Option 2).

OPTION 2

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

Circle One:

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to *Option 3.*)

OPTION 3

SBE Participation. I certify that our Company has contacted the **Alachua County’s Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the [Alachua County Small Business Enterprise Directory](#).

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, “a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind.”

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **should have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.11-207, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor’s response should be recorded in the section below.)

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

I as the undersigned Vendor certify that I have completed one of the option(s) below *(Circle One)*:

OPTION 1 OPTION 2 OPTION 3 OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.**

Vendor Name: _____ Date: _____

Signature: _____ Title: _____

Printed Name: _____

EXHIBIT E: PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM

BID: 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit D.

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

If additional space is required for your subcontractor listing, make copies of this Exhibit E and submit with you bid package.

EXHIBIT F: DRUG FREE WORKPLACE

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned vendor in accordance with §287.087, Florida Statute hereby certifies that

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

EXHIBIT G: BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

Will you subcontract any part of this work: Yes No

If so, give details:

List all major equipment which will be available upon commencement of the agreement to perform the required service: _____

Do you currently hold any municipality contracts: Yes No

If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: _____ Phone: _____

Contact Person: _____

2) Firm: _____ Phone: _____

Contact Person: _____

3) Firm: _____ Phone: _____

Contact Person: _____

Are your employees screened by: (indicate below)

- 1) Polygraph
- 2) General Interview
- 3) Background Investigation
- 4) Police Record Check
- 5) Additional

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes _____ No _____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe below, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: _____ AUTHORIZED SIGNATURE: _____

EXHIBIT H: FORM OF BID BOND

STATE OF FLORIDA

COUNTY OF ALACHUA

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called Bidder), and _____ as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee hereinafter called COUNTY, in the amount of _____ Dollars (\$ _____), for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with the construction of: **BID: 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102**, including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

THE CONDITION OF THIS BOND IS, if:

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred percent (100%) of the base bid, satisfactory to the COUNTY (if required in the detailed specifications), then

THIS BOND IS VOID; OTHERWISE, IT REMAINS IN FULL FORCE AND EFFECT, AND

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Bidder.

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

WITNESSES:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

(Agent and Attorney-in-Fact)

By

(Street)

Address _____

(City/State/Zip Code)

Telephone No. _____

EXHIBIT I: PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘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. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: _____

Date: _____

--- **OR** ---

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: _____

Date: _____

July 26, 2006

**EXHIBIT J: CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY &
AUTHORITY TO CONDUCT BUSINESS**

(Insert Name of Corporation)

The Board of Directors (“Directors”) of _____, a
(Insert Name of Corporation)

_____ corporation (the “Corporation”), at a duly and properly
(Insert State of Incorporation)

held meeting on the _____ day of _____, 20____, did hereby consent to, adopt, ratify, confirm
and approve the following recitals and resolutions:

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

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

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

NAME	TITLE
_____	_____
_____	_____
_____	_____

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

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of _____, 20_____, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: _____

(Print Secretary's Name)



**ALACHUA COUNTY
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 21-965**

**PROJECT NO. 8204102
AGREEMENT NO. 11892**

CAMP CUSCOWILLA POOL RENOVATIONS

GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into on _____, by and between , a {---Business Entity State---} {---Business Entity Type---}, whose principle address is , , (hereinafter referred to as "Contractor"), Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as "County") (collectively, the County and Contractor are hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, the County issued Bid No. 21-965 seeking the bids from contractors to provide all labor, materials, equipment and supervision for the restoration of the pool, pool equipment and pool deck at Camp Cuscowilla for the benefit of Alachua County; and

WHEREAS, after evaluating and considering all timely responses to Bid No. 21-965 the County identified the Contractor as the lowest price, responsive, responsible bidder; and

WHEREAS, the County desires to contract the Contractor to provide the services and materials described in Bid No. 21-965 and the Contractor desires to provide such services and materials to the County in accordance with the terms and conditions set forth herein; and

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

1. **THE WORK:**

The Contractor shall furnish all labor, material, equipment, apparatus and perform all services covered by the General Terms and Conditions, attached hereto and incorporated by reference as Exhibit 1, the Scope of Services, attached hereto and incorporated by reference as Exhibit 2, and all incidental and necessary work thereto (collectively, the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement, the form of the NTP is attached hereto as

Exhibit 4.

2. TERM OF AGREEMENT:

This Agreement shall be effective upon execution by both parties (“Effective Date”). The term of the Agreement shall be from the Effective Date until the Work is completed as required by the NTP, and all responsibilities of the Parties 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 of the Work actually, timely and faithfully performed, the Contractor shall be paid the sum of (\$) (the “Contract Amount”), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as Exhibit 3.

3.2. The County may establish a contingency fund in an amount that SHALL NOT EXCEED (\$) (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 the Construction Documents and Specifications. Contractor shall not proceed with any portion of the Work that 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.

3.2.2 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 Contractors Work compensated within the Contract Price and not chargeable against the Contingency. The County reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Price. Construction Manager has no entitlement to any portion of any unused Contingency.

3.3. 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 describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services 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 services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

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

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

,
Email Address: _____

3.5. Except as otherwise authorized in Section 3.1, the County shall not pay or reimburse the

Contractor for any additional or unanticipated expenses incurred by the Contractor to perform the Work

3.6. No additional reimbursable expense will be paid under this Agreement.

4. **ALACHUA COUNTY MINIMUM WAGE**

- 4.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article 12, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 4.2. The Contractor shall provide certification, the form of which is attached hereto as Exhibit 10, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 4.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 4.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 4.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Contractor and subcontractor.

5. **PROGRESS PAYMENTS AND RETAINAGE:**

- 5.1. Progress payments and final payment for the Work performed 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.

- 5.2. If the work is less than \$200,000, it is agreed that ten percent (10%) of the amount earned through each progress payment (if provided for) as set forth in the NTP or Exhibit 1 will be withheld until the Work reaches fifty percent completion (“substantial completion”). Upon substantial completion, the Contractor may request that the County shall pay up to one-half (1/2) of the retainage then held for properly completed Work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once Substantial Completion is reached, the County shall only retain five percent (5%) of each progress payment.
- 3.4. Within five (5) calendar 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 five (5) calendar 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 Work remain the responsibility of the Contractor.
- 5.3. 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.
- 5.4. 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”).
- 5.5. Except as otherwise authorized in Section 3.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work

6. ASBESTOS FREE MATERIALS:

- 6.1. All Work under this Agreement will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Agreement

certifying this fact. All payments shall be withheld until such statement is submitted.

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

7. LIQUIDATED DAMAGES:

- 7.1. It is agreed by both parties that **TIME IS OF THE ESSENCE** for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is One Hundred Twenty (120) Working Days, from the Contractor's receipt of the Notice to Proceed. Contract Time for Final Completion is 15 calendar days after Substantial Completion is met, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 7.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as herein defined or within such further time, if any, as shall be allowed for such performance of 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 Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every calendar day after the date fixed for such Substantial Completion for the project.
- 7.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work does not achieve Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, including paragraph 7.1, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents

(\$250.00) per day for each and every calendar day after the date fixed for such completion for the Work. It is agreed by both parties that **TIME IS OF THE ESSENCE** for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within the time specified in the NTP.

8. 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 8. The Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided labor, equipment, services, or materials for the Work, in the form provided in Exhibit 9 or on a form acceptable to the County.

9. GOVERNING ORDER OF DOCUMENTS:

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

- 9.1.1. Amendments and Change Orders;
- 9.1.2. This Agreement;
- 9.1.3. Agreement Specific Term from Bid No. 21-965;
- 9.1.4. General Terms from Bid No. 21-965;
- 9.1.5. Scope of Service from Bid No. 21-965;
- 9.1.6. Notice to Proceed;
- 9.1.7. Vendor's Bid Submittal

10. INDEMNIFICATION

10.1. 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, 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.

10.2. 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.

10.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination or expiration of the Agreement between the County and the Contractor.

10.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

10.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11. PROJECT RECORDS

11.1. General Provisions:

11.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

11.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General

Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

11.2. Confidential Information

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

- 11.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such

claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

11.3. **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.

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

12. AUDITING RIGHTS AND INFORMATION

12.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the 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.

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

13. INSURANCE:

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

14. BONDS:

3.5. At least ten days PRIOR to furnishing any labor, services or material in connection with the improvements to the Project, the Contractor shall provide County with Payment and Performance bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as Exhibits 5 & 6, the costs of which are to be paid by Contractor. It is mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Contractor furnishes the required surety bond for its faithful performance and payment, the County deems the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) business days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.

14.1. 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) business days of furnishing the Performance and Payment Bonds to County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to County as evidence of recording said Bonds, within five (5) business days of recording. The delivery of such evidence is a condition precedent to County's obligation to make any payments to Contractor hereunder.

15. 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.

16. AMENDMENT:

This Agreement may be amended by mutual written agreement that is executed by both of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment, executed with the same formalities as this Agreement.

17. 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.

18. 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 Facilities Manager.

19. 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.

20. LAWS AND REGULATIONS:

The Contractor will comply with all laws, ordinances, regulations, and building code requirements

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

21. 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.

22. 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.

23. 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.

24. NO THIRD PARTY BENEFICIARIES:

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

25. 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.

26. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 26.1. The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work that was not completed in accordance with this Agreement.
- 26.2. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County, including those previously made in writing, unless otherwise agreed to in writing by the Parties.

27. DEFAULT AND TERMINATION

- 27.1. The failure of the Contractor to comply with any provision of this agreement will place the Contractor in default. Prior to terminating the 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) calendar days to cure the default or develop a plan and timeline acceptable to the County to cure the default. The County Facilities Management Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager, or designee, is authorized to provide final termination notice on behalf of the County to the Contractor.
- 27.2. The County may terminate the agreement without cause by first providing at least 30 days written notice to the Contractor prior to the termination date. The County Manager, or designee, is authorized to provide written notice of termination on behalf of the County.
- 27.3. If funds to finance this agreement become unavailable, the County may terminate the 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.

27.4. 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.

27.5. Upon seven calendar 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.

28. COUNTY'S RIGHT TO TERMINATE

28.1. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) calendar days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

28.2. Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

28.3. Upon seven (7) calendar days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and

terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

29. **WORKPLACE VIOLENCE**

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

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

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

30. **DUTIES AND OBLIGATIONS**

The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by Agreement No. 11892 and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.

31. **POLLUTION ABATEMENT**

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

32. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY**

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

33. **HEALTH CONSIDERTATIONS**

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The

Contractor shall commit no public nuisance.

34. **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.

35. **U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM**

- 35.1. The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.
- 35.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

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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: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

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

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

1. PRICING

The actual pricing for work performed under the Agreement will be as provide in the Scope of Services 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
Juneteenth Day
4th of July
Labor Day
Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day and one additional day as designated by County Manager

3. WORK AUTHORIZATION

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Exhibit 2).
- 3.2. Alachua County shall issue a revised Notice to Proceed in the form of Exhibit 4.

- 3.3. NTPs issued under this Agreement, shall be authorized by signature of the County Facilities Management Director or their 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 Alachua County to inspect the Work to determine the status of completion.
- 4.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
- 4.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by 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, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
- 4.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
- 4.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

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 the Contract documents.
- 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 project.
- 6.2. Incidental means not exceeding 10% or \$5,000, whichever is higher of the total project cost, unless properly justified and approved by the County.

7. ALACHUA COUNTY-FURNISHED UTILITIES:

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

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

7.3. Electricity:

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

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

8. DIRECT PURCHASE OF MATERIALS:

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

SECTION 131100 SWIMMING POOLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT and applicable parts of DIVISION 1 - GENERAL REQUIREMENTS, as listed in the Table of Contents, shall be included in and made a part of this Section.

1.02 SUMMARY OF WORK

A. Introduction

- 1. Furnish all labor, materials, equipment and services necessary to remodel the following: (1) recreation pool. This work shall include the demolition and installation of new pool finishes as well as all products listed in Part 2 of Section 131100.

B. Work included in this section

- 1. It is the intent of this section to place the entire responsibility for the construction remodel of the pool under one vested CONTRACTOR. Under this section the Swimming Pool Contractor will provide but is not necessarily limited to the following:
 - a. Provide, erect and maintain all necessary barricades, signs, lights and flares for pool construction to protect workers and the public.
 - b. Provide all equipment and services required for erection and delivery onto the premises of any equipment or apparatus furnished. Remove equipment from premises when no longer required.
 - c. Layout, excavate, remove from the construction site, replace and grade materials as required to complete the work described in this section.
 - d. Provide and maintain proper shoring and bracing for existing utilities, sewers and building foundations where required in order to complete the work.
 - e. Provide all electrical conduit, wiring, junction boxes etc. to all low voltage pool equipment and underwater lighting per Code. (Low voltage is considered less than 110 V.)
 - f. Ground and bond all pool structures, fittings and equipment in accordance with Article 680 of the N.E.C. Test and verify that the system electrical ground is true and solid. Provide certification to this effort.

Alachua County Facilities Management
Camp McConnell Pool restoration 2020

131100-1
SWIMMING POOLS

- g. Obtain permits, inspections, and approvals of all wiring including grounding and bonding of all metal components associated with the pool in accordance with Local, State and National Electrical Codes.
- h. Confirm all electrical conduits that penetrate the pool shell are watertight and installed per N.E.C. Article 680.
- i. Furnish and install all necessary piping and valving as determined necessary during pre-bid meeting review.
- j. Furnish and install a marcite plaster/aggregate plaster finish in the pool with a slip resistant surface. Furnish and install specialty tile for the perimeter water line tile, depth markings and warning signs.
- k. Layout and install all deck mounted anchors, sockets, and inserts for the ADA lift.
- l. Furnish and install deck finish beyond perimeter tile band on entire pool deck.
- m. Provide chlorine resistant caulking (sealant) and backer rod on pool decks.
- n. Provide for the storage of all pool related equipment, materials and systems. All items are the responsibility of the CONTRACTOR until accepted by owner.
- o. Obtain final acceptance by jurisdictional health department(s).
- p. Start, test, calibrate and adjust all mechanical equipment, electrical equipment, recirculation, chemical, and other included systems including deck, loose, maintenance, and safety equipment. Instruct the Owner's representative in the systems operation and maintenance as described herein.

1.03 QUALITY ASSURANCE

- A. The specifications illustrate and detail one (1) swimming pool system that shall be utilized for recreational use. Certain technical aspects of the pool are common only to pool systems planned for public use. Understanding these aspects, their functions and interaction through experience is vital to completing a successful operating system.

1.04 REGULATORY AGENCY REQUIREMENTS AND ENGINEERING SERVICES

- A. The entire system shall be installed to meet all national and local codes and be in compliance with applicable sections of the American National Standards Institute / National Spa and Pool Institute (ANSI / NSPI-1 2003).
- B. The system shall comply with all necessary approvals obtained by the Contractor from local regulatory agencies governing the renovations of public swimming pools.

- C. The Contractor shall give all necessary notices, obtain all permits and pay all government fees, and other costs in connection with their work; file all necessary drawings, prepare all documents and obtain all necessary approvals of governmental departments having jurisdiction; obtain all required certificates of inspection for their work and deliver same to the Owner before request for acceptance and final payment for the work.
- D. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus or drawings in order to comply with all applicable laws, ordinances, rules and regulations.

1.05 ALTERNATES

- A. Alternates related to the work in this section are described in this division and on the bid proposal form.
- B. Pool Alternates:

A white/blue marcite plaster pool finish should be included in the base bid. Contractors to provide a line item alternate as follows:

- 1. Alternate #1: Aggregate Plaster pool finish Diamond Brite or approved equal.

Converting the pool to a saltwater system. Contractor to provide a line item alternate as follows:

- 1. Alternate #2: Provide a price to convert the current system into a saltwater system.

1.06 CONTRACTOR'S ALTERNATE PROPOSAL

- A. Contractor shall submit his bid to the owner based on materials, equipment and methods as specified in this Section. No substitutions of material will be allowed.
- B. It is the intent of the contract documents to encourage competition. The base proposal must be on furnishing the construction methods and equipment as specified and detailed. Any proposed system substitution must have prior written approval by the Owner.
- C. All proposed substitutions of specified construction methods and equipment shall include a complete submittal as required by these specifications. The Contractor shall provide a list of at least ten (10) satisfactory installations comparable to this project that have been manufactured and installed under the manufacturer's current legal name. Submit a list of such projects with the name, address and current telephone number of the Owner on the bid date.
- D. Any changes or modifications to the Contract Documents that are not authorized by the County shall be the sole responsibility of the Contractor.

1.07 SUBMITTALS

- A. All submittals shall be supplied to the County Project Manager for approval prior to the beginning of any work.

1.08 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in manufacturer's original, unopened containers and crates with all labels intact and legible.
- B. Deliver materials in sufficient time and quantity to allow continuity of work and compliance with approved construction schedule.
- C. Handle materials in a manner to prevent damage.
- D. Store all materials on clean raised platforms with weather protective coverings. Provide continuous protection of materials against damage or deterioration.
- E. Remove damaged materials from site.

1.09 WARRANTIES

- A. The CONTRACTOR warrants to the Owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR'S warranty may exclude remedies for damage or defect caused by abuse, improper or insufficient maintenance, improper operations, modifications not executed by the CONTRACTOR or improper wear and tear under normal use. If required by the Owner, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be for a period of one year from the date of final completion and all contractual document completion.
- B. The CONTRACTOR shall agree to repair or replace any defective or non-complying work at no cost to the Owner upon written notification from the Owner within the warranty period. Pro-rated warranties are not acceptable.
- C. Submit all warranties covering, but not limited to the following:
 - 1. All pool deck equipment and accessories against defects in material, manufacturer and installation for a period of one (1) year.
 - 2. Defects in material, workmanship, and installation or repair of the pool piping system for a period of Two (2) years.

1.10 POOL FILL WATER QUALITY

- A. The CONTRACTOR shall bear the cost of the water required for final filling of the pool. Removal of iron or copper (if in excess of .3 ppm) may be required for the final fill to avoid staining of the pool finish. Any subsequent fillings or partial fillings of the pool shall be by the CONTRACTOR, at its own expense.
- B. The CONTRACTOR shall provide the necessary plant equipment so that the temperature of fill water will be within plus or minus 10 degrees of the ambient air and/or the pool structure at the time of filling. Extreme caution is urged if the temperature variance is greater than 10-degree F.
- C. The CONTRACTOR shall provide the necessary chemicals and to adjust and balance the water chemistry in the pools to the following levels:

pH	7.4 - 7.6
Calcium Hardness	200 - 400 PPM
Total Alkalinity (Sodium Hypochlorite)	80 - 120 PPM Langelier
saturation index	-0.3 - +0.3

1.11 START-UP CHEMICALS AND WATER SUPPLY

- A. The CONTRACTOR shall maintain the chemical balance of the pool water (including the cost of all chemicals required) until the pool and mechanical system(s) are fully operational and accepted by the Owner.
- B. Chemicals to be provided to the Owner shall include those required by the chemical feed systems installed.
- C. CONTRACTOR to bear the cost of filling the pool. Note: There is only well water as an on-site water source for filling the pool following plaster. Contractor is responsible for coordinating the filling of the pool with local water Truck Company.

PART 2 - PRODUCTS

2.01 OVERFLOW SYSTEM

- A. It is the intent of the specifications that the perimeter overflow system and surface cleaning be maintained under all conditions of normal operation and that no water be discharged to waste except when cleaning the filters or emptying the pool.
 - 1. Contractor to cover and protect all skimmer inlets and outlets during restoration process.

Alachua County Facilities Management
Camp McConnell Pool restoration 2020

131100-5
SWIMMING POOLS

2.02 - PUMPING EQUIPMENT

1. Recirculating Pump to be replaced in Kind.

2.03 FILTRATION EQUIPMENT EXISTING TO REMAIN

1. Contractor to verify good working condition at Pre-Bid meeting. Unless the saltwater alternative is accepted

2.04 RECIRCULATION FITTINGS

- A. EXISTING Main drains to be replaced for compliance with **ASME/ANSI A112.19.8** performance standard or any successor standard. Anti-Entrapment
- B. Wall inlet fittings shall be replaced in kind (Or equivalent) as needed.

2.05 PIPING SYSTEMS

EXISTING TO REMAIN

General

1. Confirm all recirculating piping between the pool and equipment room in good functioning condition at Pre-Bid meeting review. Provide line item cost for deficiencies.
2. Provide all necessary pipe supports and support systems required to support all associated piping and valves under current code requirements.

B. Pipes

1. All PVC swimming pool piping shall be NSF approved and conform to the requirements of ASTM D-1785.
2. All PVC pipes and fittings shall be the product of one manufacturer. Approved manufacturers of PVC piping are Elson, Havel, and Chemtrol or approved equal.
3. Swimming pool piping above the floor in the equipment room shall be Schedule 40 PVC.
4. Swimming pool piping below the deck shall be NSF approved, Schedule 80 PVC.
5. All materials shall be installed by workmen thoroughly skilled in their trades and all work shall present a neat and mechanical appearance when complete. The CONTRACTOR, at no additional expense to the Owner, shall replace or correct any **work not judged acceptable by the Owner's or their consultants.**

6. No installation shall be made that will provide a cross-connection or interconnection between a distributing supply for drinking purposes and the swimming pool, or between the pool and a sanitary or storm water sewer system that will permit a backflow of water into the pool water system.
7. All piping shall be hydrostatically (water) pressure tested for leaks before and after restoration to guarantee water tightness. Pneumatic (air) pressure test not allowed.
8. All mechanical equipment to be connected into the recirculation piping system shall be done so using flanged or union connections.
9. Provisions shall be made to purge all pipes in the system.

2.06 CHEMICAL TREATMENT SYSTEM

- A. EXISTING CHEMICAL TREATMENT SYSTEM TO REMAIN. Contractor to verify and confirm good working condition at Pre-Bid meeting review. Provide line item cost for any deficiencies.

2.07 WATER LEVEL CONTROLLER (Existing to remain)

- A. Contractor to verify good working condition at Pre-Bid meeting. Provide line item cost for deficiencies.

2.08 INSERTS AND ANCHOR SOCKETS

- A. Sockets and anchors shall be provided as stainless steel or cast bronze for swimming pool accessories and set prior to placing any concrete. The CONTRACTOR shall confirm compatibility of deck equipment and deck anchors with the deck equipment manufacturer. All anchors or sockets shall be furnished with flush closure caps and escutcheons with set screws where indicated. Escutcheons shall be of the keyhole or oblong shape, similar to the Kiefer CPB escutcheon, product #700303, or equal.
 1. Anchor sockets for all railings and grab rails shall be of the wedge type, cast of grade 300 series stainless steel, 6 inches in depth and made to receive 1.50 inch OD tubing as manufactured by Spectrum Products, part number 24090 or equal. The wedge shall be cast brass (85-5-5-5), incorporate a stainless-steel tightening bolt and flat washer, and be designed as the sacrificial element to the anchor system. All metallic components shall be passivated, in compliance with ASTM A967-99, incorporating organic acid passivation techniques for maximum corrosion resistance.
 2. Anchor assembly for pool lift shall be a pair of threaded stainless-steel anchor sockets mounted on a stainless-steel jig. The anchor assembly shall include a grounding lug for proper bonding. Install in accordance with manufacturer's instructions and provide the concrete foundation reinforcing required to properly anchor and support the unit for its intended use. Manufacturer shall provide an anchor that has a completely flush cover or flush plug for times when the lift is not in use. Lift to be S.R.Smith Splash Series 300-000 Splash Unit or equivalent.

Alachua County Facilities Management
Camp McConnell Pool restoration 2020

131100-7
SWIMMING POOLS

2.09 DECK EQUIPMENT

- A. Grab rails shall be furnished and installed as necessary. Grab rails shall be fabricated of one continuous length of polished and buffed tubing. The tubing shall be ASTM-A-554 grade 304L stainless steel, 1.50-inch OD x .120-inch wall thickness, polished and buffed to 320 grit finish and shall be passivated, in compliance with ASTM A967-99, incorporating organic acid passivation techniques for maximum corrosion resistance. All bends shall be smooth and free of wrinkles. Grab rails shall be pretzel bend as manufactured by Spectrum Products, SR Smith, Paragon Aquatics similar to Spectrum Cisco, part no. 23437, or approved equal.

1. Pool Lift S.R.Smith Splash Series 300-000 Splash Unit or equivalent.

2.10 MAINTENANCE EQUIPMENT

2.11 FINISHES

- A. Diamond Brite Alternate #1. (Marcite plaster must be included in base bid).
1. Description: Diamond Brite finish shall be a blend of selected quartz aggregates and fortified white Portland cement. Color and texture by architect.
 2. Surface Preparation: Pool surface must be free of dirt, oil, grease or other foreign materials. Lightly moisten walls and floors prior to application of Diamond Brite.
 3. Mixing: Thoroughly mix Diamond Brite to a homogeneous lump-free consistency using 1-1/2 to 2 gallons of potable water per 80 lb. bag.
 4. **Application: Diamond Brite shall be applied to a uniform thickness of 3/8" to 1/2" over** The entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
 5. Coverage: Each 80 lb. bag shall cover approximately 25 square feet to a thickness of **3/8"**.
 6. Manufacturers Assurance: All bidders shall be prepared to submit a performance bond for their work.
 7. Warranty: All applicators must provide a minimum of one (1) year warranty for application and workmanship additional to the manufactures warranty for product.
 - a. All bidders must also submit safety data sheets (SDS) and product Pool Plaster, Diamond Brite Reference specification, Swimming Pool Plaster.
- B. Swimming Pool Tile.

1. Replace interior water level tile and outside pool perimeter tiles

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS, INSPECTION AND PREPARATION

- A. Carefully examine all of the contract documents for requirements that affect the work of this section. Prior to starting any work, notify the Owner of defects requiring correction. Do not start work until conditions are satisfactory.
- B. Protect all materials and work from damage while completing the work in this section.

3.02 PIPING INSTALLATION

A. General

1. Provide and erect, according to the best practices of the trade, all piping required for the complete installation of these systems. The piping may have to be off set, lowered or raised as required or as directed at the site. The CONTRACTOR is responsible for the proper erection of the systems or piping in every respect suitable for the work intended and approved by the Owner. In the erection of all piping, it shall be properly supported and proper provisions shall be made for expansion, contraction and anchoring of piping. All piping shall be cut accurately for fabrication to measurements established at the construction site. Pipe shall be worked into place without springing and/or forcing, properly clearing all windows, doors, and other openings and equipment. Cutting or other weakening of the building structure to facilitate installation will not be permitted. All pipes shall have burrs and/or cutting slag removed by reaming or other cleaning methods in strict accordance with the manufacturer's instructions. All changes in direction shall be made with fittings. All open ends of pipes and equipment shall be properly capped or plugged to keep dirt and other foreign materials out of the systems. Plugs of rags, wool, cotton waste or similar materials may not be used in plugging. All piping shall be arranged so as not to interfere with removal and maintenance of equipment, filters or devices, and so as not to block access to manholes, access openings, etc. Flanges or unions as applicable for the type of piping specified shall be provided in the piping at connections to all items of equipment. All piping shall be installed to ensure noiseless circulation. All valves and specialties shall be so placed to permit easy operation and access.

B. Pipe Hangers and Supports

1. Pipes shall be adequately supported by pipe hangers and supports as required.

C. Flushing, Draining and Cleaning Pipe Systems

1. The CONTRACTOR shall flush out all water systems with water before placing them in operation. Other systems shall be cleaned by using compressed air or nitrogen. After systems are in operation and during the test period, all strainer screens shall be removed and thoroughly cleaned.

D. Expansion and Contraction

1. The CONTRACTOR shall make all necessary provisions for expansion and contraction of piping with offsets, loops, flexible connections and anchors as required to prevent undue strain. The CONTRACTOR shall provide shop drawings for proposed method and arrangement for control of expansion and contraction of piping.

3.03 EQUIPMENT AND SYSTEMS INSTALLATION

- A. The CONTRACTOR shall furnish all anchors and inserts to be imbedded in the deck including all fittings, inserts and structure sleeves and required anchorage as indicated in this section of the specifications. Equipment shall be set true and plumb, using factory jigs where available. Removable equipment items shall be easily removable from anchors and shall fit without noticeable wobble.
- B. The CONTRACTOR shall install all equipment and systems in accordance with manufacturer's directions. Equipment shall all be assembled and in place for final observation.

3.04 CONCLUSION

- A. It is the intention of these specifications to provide a complete installation. All accessory construction and apparatus necessary in the operation or testing of the performance of the work shall be included. The omission of specific reference to any part of the work necessary for such complete installation shall not be interpreted as relieving the CONTRACTOR from furnishing and installing such parts. Any such omission or clarification shall be brought to the attention of the Owner prior to bidding as provided in this section.

END OF SECTION 131100

EXHIBIT 3: BID FORM/ SCHEDULE OF VALUES

DRAFT

EXHIBIT 4: GENERAL CONSTRUCTION NOTICE TO PROCEED

NTP No.: _____

Agreement No.: 11892

Invoice/Billing Reference No.: _____

Project Description: Camp Cuscowilla Pool Renovations - restoration of the pool, pool equipment and pool deck

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

Date Issued: _____

County Project Manager:

Contractor:

Contractor's Address:

Architect/Engineer:

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. 11892 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 One Hundred Twenty (120) calendar days of this NTP with Final Completion occurring 15 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. 11892, 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.

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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 5: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

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

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO. , RFP, 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 6: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County

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

TELEPHONE NUMBER: 352-374-5204

AGREEMENT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO. , RFP, 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 or 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 Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

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 7: 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

DRAFT

EXHIBIT 7-A: CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT 8: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ____

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

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

(2) Contractor, pursuant to that certain 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 or RFP No. 21-965; Camp Cuscowilla Pool Renovations, 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 9: FINAL PAYMENT BOND WAIVER FORM

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

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

CONTRACTOR:

PROJECT: General Construction Agreement No. 11892 (“Agreement”) for labor, materials, and services for Bid or RFP No. 21-965 Alachua County Camp Cuscowilla Pool Renovations

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: _____

DRAFT

**EXHIBIT 10: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE
ORDINANCE**

DRAFT