



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

**PROJECT NO. 8204102  
AGREEMENT NO. 11892  
CAMP CUSCOWILLA POOL RENOVATIONS**

**ELECTRO-MECHANIC INDUSTRIES, INC. D.B.A. VERMANA, INC.**

## GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into on \_\_\_\_\_, by and between Electro-Mechanic Industries, Inc. d.b.a. Vermana, Inc., a Florida Corporation, whose principle address is 8248 Parkline Boulevard Suite 100, Orlando, FL 32809 (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:**

BID No. 21-965 requested the Contractor to provide bid pricing for Base Bid, ALT 1, and ALT

2. This Agreement awards to the Contractor the scope of work included in the Base Bid and ALT 1. This Agreement excludes the scope of work included in ALT 2. 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 Work, 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 performed in accordance with this Agreement, the Contractor shall be paid the sum of One Hundred Eighty-Four Thousand, Two Hundred Sixty Dollars and Zero Cents (\$184,260.00) (the “Contract Amount”), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as Exhibit 3 for the Base Bid Amount and ALT 1.

3.2. The County may establish a contingency fund in an amount that SHALL NOT EXCEED Nine Thousand, Two Hundred Thirteen Dollars and Zero Cents (\$9,213.00) (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 which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County’s express written authorization to proceed prior to commencing that portion of the Work.

3.2.2. 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 5<sup>th</sup> Street

Gainesville, FL 32601

[FacFiscal@alachuacounty.us](mailto: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:

Electro-Mechanic Industries, Inc. d.b.a. Vermana, Inc.  
8248 Parkline Boulevard Suite 100  
Orlando, FL 32809  
[amesa@vermana.com](mailto:amesa@vermana.com)

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

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

4. **ALACHUA COUNTY GOVERNMENT MINIMUM WAGE**

4.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.12-101(3) 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. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Scope of Work/Technical Specification attached hereto and incorporated by reference as Exhibit 2. In case of conflict in payment terms, the terms in the NTP shall prevail.
- 5.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to the Contractor pursuant to Section 5.3.
- 5.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to achieve final completion of the Work. Contractor will provide a first draft of the List within fifteen (15) days of notice of Substantial Completion. The County will notify the Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release the Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Upon completion of all items on the List, the Contractor may submit an application for Final Payment request for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to 150 percent of the total cost to complete such items until the Contractor has rendered complete, satisfactory and acceptable such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of the Contractor.
- 5.4. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 5.5. 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").
- 5.6. Except as otherwise authorized in Section 3.1, the County shall not pay or reimburse the Contractor for any additional or unexpected 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, as defined in Exhibit 1: Non-Technical Specifications, 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 Counties 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 AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

**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 (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

**13. INSURANCE:**

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

**14. BONDS:**

14.1. At least ten (10) 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.

14.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) 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 Work, 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) days to cure the default or develop a plan and time line acceptable to the County to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager, 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 thirty (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 (7) 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) 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) 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>.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**ALACHUA COUNTY, FLORIDA**

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

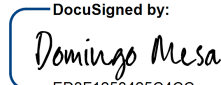
Michele Lieberman, County Manager

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

**APPROVED AS TO FORM**

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

**CONTRACTOR**

By:  \_\_\_\_\_  
ED3F1258425C4CC...

Print: Domingo Mesa \_\_\_\_\_

Title: Executive Manager \_\_\_\_\_

Date: 3/3/2021 \_\_\_\_\_

**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 Work and the NTP.

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

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

New Year's Day

Martin Luther King Day

Memorial Day

Juneteenth Day

4<sup>th</sup> of July

Labor Day

Veteran's Day

Thanksgiving Day and the day after Thanksgiving

Christmas Day and one additional day as designated by County Manager

### **3. WORK AUTHORIZATION**

- 3.1. Any Work required under this Agreement shall be authorized by issuance of formal, written NTP, based on the Scope of Work (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 Engineer, or 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 Work. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Agreement the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the County.

### 7.3. Electricity:

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

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

8. **DIRECT PURCHASE OF MATERIALS:**

County may purchase materials directly and provide them to Contractor for use on the project. Within forty-five (45) 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 Work (Exhibit 2). The Contractor shall perform its construction work in accordance with this Agreement including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Agreement General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.
- 9.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
- 9.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT 2: SCOPE OF WORK/ 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.

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-2  
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.

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-3  
SWIMMING POOLS

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.

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-4  
SWIMMING POOLS

#### 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.**

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-6  
SWIMMING POOLS



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.

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-8  
SWIMMING POOLS

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.

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-9  
SWIMMING POOLS

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

Alachua County Facilities Management  
Camp McConnell Pool restoration 2020

131100-10  
SWIMMING POOLS

**EXHIBIT 3: BID FORM/ SCHEDULE OF VALUES****Bid Form/Schedule of Values****Bid 21-965 Camp Cuscowilla Pool Renovations - Project # 8204102**

DESCRIPTION	AMOUNT BID
BASE BID (LS)	\$ 184,260.00
ALT 1: Diamond Brite (LS) Diamond Brite Included on base price (LS)	\$
ALT 2: Saltwater conversion (LS) N/A	\$ N/A
<b>Total Bid (add all rows above)</b>	<b>\$ 184,260.00</b>

**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: Domingo Meza Company: Electro Mechanic Industries, Inc. D.B.A. Vermana, INC.

Address: 8248 Parline Boulevard Suite 100 Orlando FL 32809

Authorized Signature:  Title: Executive Manager- Secretary

Clearly Print Name: Domingo Meza

Phone: 407-601-3943 Fax: 888-519-2283 Date: 02/16/2021

Email Address: amesa@vermana.com

**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:** Electro-Mechanic Industries, Inc. d.b.a. Vermana, Inc.

**Contractor's Address:** 8248 Parkline Boulevard Suite 100, Orlando, FL 32809

**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 WORK
- ☐ SPECIAL CONDITIONS
- ☐ SCHEDULE OF WORK
- ☐ \_\_\_\_\_

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.

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

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

**CONTRACTOR**

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

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

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

Print Name and Title

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

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

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

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

Print Name and Title

**ALACHUA COUNTY, FLORIDA**

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

Alachua County

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



## **EXHIBIT 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:

### **COUNTY (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:

### **COUNTY (OBLIGEE)**

NAME: Alachua County

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

TELEPHONE NUMBER: 352-374-5204

### **AGREEMENT DETAILS**

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO. , RFP, OR BID NO. :

### **BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

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

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

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

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

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

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)

**SURETY**

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

## **EXHIBIT 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**

**EXHIBIT 7-A: CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LRA Insurance 498 S Lake Destiny Dr  Orlando FL 32810	<b>CONTACT NAME:</b> Kristina Bailey <b>PHONE (A/C, No, Ext):</b> (407) 838-3445 <b>FAX (A/C, No):</b> (407) 838-3460 <b>E-MAIL ADDRESS:</b> kbailey@lrainsurance.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Clear Blue Specialty Insurance Company</td> <td>37745</td> </tr> <tr> <td>INSURER B: FCCI Insurance Co.</td> <td>10178</td> </tr> <tr> <td>INSURER C: Amerisafe, Inc. (American Interstate)</td> <td>31895</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Clear Blue Specialty Insurance Company	37745	INSURER B: FCCI Insurance Co.	10178	INSURER C: Amerisafe, Inc. (American Interstate)	31895	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Clear Blue Specialty Insurance Company	37745														
INSURER B: FCCI Insurance Co.	10178														
INSURER C: Amerisafe, Inc. (American Interstate)	31895														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Electro-Mechanic Industries, Inc., DBA: Vermana 8248 Parkline Blvd Suite 100 Orlando FL 32809															

**COVERAGES**
**CERTIFICATE NUMBER: 20/21**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X	Y	WCCNCG000050801	9/25/2020	9/25/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>	X	Y	CA100013696	5/16/2020	5/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP - Basic \$ 10,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			WCCNCEL000050901	9/25/2020	9/25/2021	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	AVWCFL2936882020	10/18/2020	10/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alachua County Board of County Commissioners, its officials, employees and volunteers are included as additional insured with respects to the General Liability and Auto Liability coverage where required by written contract. General Liability and Auto Liability Coverage is issued on a Primary & Non-Contributory basis. Waiver of Subrogation is included in favor of the additional insureds with regards to the Workers Compensation, Auto Liability & General Liability coverage.

**CERTIFICATE HOLDER**
**CANCELLATION**

Alachua County Board of County Commission	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE M Showalter/KBAIL
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

**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 "County," has furnished or caused to be furnished labor, materials, and services for Bid 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 County 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 County 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 County 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 County 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 County from all demands or suits, actions, claims of liens or other charges filed or asserted against County 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)**

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

**CONTRACTOR:** Electro-Mechanic Industries, Inc. d.b.a. Vermana, Inc.

**PROJECT:** General Construction Agreement No. 11892 ("Agreement") for labor, materials, and services for Bid 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 County 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: \_\_\_\_\_



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

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

Electro-Mechanic Industries, Inc. d.b.a. Vermana, Inc.

8248 Parkline Boulevard Suite 100

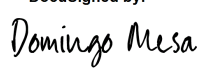
Orlando, FL 32809

(407) 601-3943

Email Address: [amesa@vermana.com](mailto:amesa@vermana.com)

Project Description: ***Camp Cuscowilla Pool Renovations***; restoration of the pool, pool equipment and pool deck at Camp Cuscowilla for the benefit of Alachua County.

**CONTRACTOR**

By:  \_\_\_\_\_  
Print: Domingo Mesa \_\_\_\_\_  
Title: Executive Manager \_\_\_\_\_  
Date: 3/3/2021 \_\_\_\_\_

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 AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.


## Certificate Of Completion

Envelope Id: 465F64439D024BD3BB4A03639C8E86F3	Status: Completed
Subject: Please DocuSign: Agreement 11892 - Camp Cuscowilla Pool Renovations	
Source Envelope:	
Document Pages: 58	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Michelle Guidry
	mguidry@alachuacounty.us
	IP Address: 216.194.144.254

## Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
3/2/2021 4:08:17 PM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

## Signer Events

Signer Events	Signature	Timestamp
Domingo Mesa amesa@vermana.com Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>ED3F1258425C4CC...</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 144.129.168.166</p>	<p>Sent: 3/2/2021 4:16:25 PM</p> <p>Viewed: 3/3/2021 9:16:43 AM</p> <p>Signed: 3/3/2021 9:37:04 AM</p>

**Electronic Record and Signature Disclosure:**  
Accepted: 3/3/2021 9:16:43 AM  
ID: c8abfa2e-4b1b-4d77-9bb6-47e910f77eee

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

## Carbon Copy Events

Carbon Copy Events	Status	Timestamp
Thomas (Jon) Rouse trouse@alachuacounty.us Contracts Supervisor Alachua County Board of County Commissioners Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/3/2021 9:37:12 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Derrick Sisco dsisco@vermana.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/3/2021 9:37:13 AM

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/2/2021 4:16:25 PM
Certified Delivered	Security Checked	3/3/2021 9:16:43 AM
Signing Complete	Security Checked	3/3/2021 9:37:04 AM
Completed	Security Checked	3/3/2021 9:37:13 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Alachua County:**

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

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

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

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

### **To request paper copies from Alachua County**

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

### **To withdraw your consent with Alachua County**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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