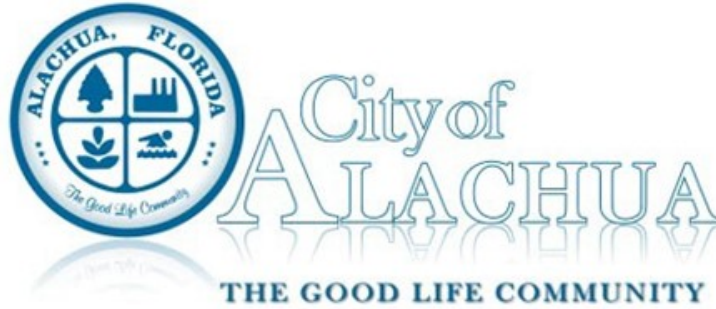




Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: May 19, 2025

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

- A) BHAKTIVEDANTA ACADEMY STUDENT ARTIST APPRECIATION**
- B) FLORIDA LEAGUE OF CITIES HOMETOWN HEALTH AWARD FOR FY 23/24**
- C) WACCASASSA WATERSHED FLOOD RISK REVIEW MEETING**
- D) MUNICIPAL CLERKS WEEK PROCLAMATION**

E) STOP THE BLEED DAY

F) MENTAL HEALTH AWARENESS MONTH 2025

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

A) ORDINANCE 25-08 - AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 04015-000-000); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (FIRST READING; LEGISLATIVE HEARING).

V. AGENDA ITEMS

A) RFB 2025-01-R - THEATRE PARK PROJECT - AWARD

B) DISCUSSION ON STRATEGIES TO INCREASE PUBLIC ENGAGEMENT AND TRANSPARENCY

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

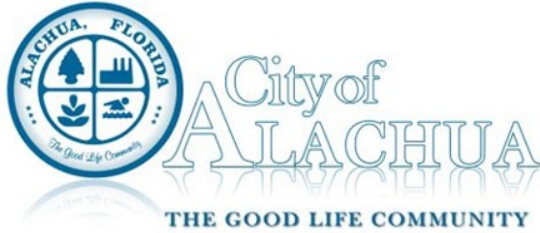
VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.

A) APPROVE MAY 5, 2025, CITY COMMISSION MEETING MINUTES



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Bhaktivedanta Academy Student Artist Appreciation

PREPARED BY: Diane Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Mayor Welch and Ms. Kristina Danko to present certificates to the student artists.

Summary

In recognition of the student artists, we are presenting art certificates to the students of Bhaktivedanta Academy, whose artwork was featured on display in the foyer of City Hall.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

None



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Florida League of Cities Hometown Health Award for FY 23/24

PREPARED BY: Cap Wilson, Compliance & Risk Management Director

RECOMMENDED ACTION:

Accept the presentation of the \$25,000 Hometown Health Award from the Florida Municipal Insurance Trust

Summary

The City of Alachua has been awarded, for the fourth year, the Florida Municipal Insurance Trust (FMIT) Hometown Health Award for FY 2023/2024. FMIT membership qualifies the City to participate in its group health insurance program with municipalities throughout the State of Florida. The award recognizes health members that meet best practice standards for employee health promotion, and, the 23/24 Award, brings a \$25,000 FMIT check to the City of Alachua. The funds are unencumbered.

The FMIT award recognizes the City of Alachua has not only achieved great participation in its Hometown Health program but has also demonstrated a true commitment to employee well-being. The City and FMIT recognize employers can play a vital role in creating a workplace that supports a healthy environment and health-conscious culture.

FMIT Health Marketing Manager Lindsey Fischer and Gwen Mahabir its Hometown Health Manager, are here to present the Hometown Health Award to the City Commission. Jessica Burt is our FMIT Health Account Executive but could not be here this evening.

BACKGROUND

The City began working with FMIT, the health insurance arm of the Florida League of Cities, in 2017 to implement a cooperative wellness program to meet the challenge statewide. The Hometown Health Award is an important recognition of the efforts of all City employees and

the FMIT Health Team. A sample of innovations includes self-administered blood pressure test stations at APD, HR, Legacy Park and the Public Services Operations Center.

The City has had in place safety and wellness programs for decades. Safety training in all areas of city operations, special reviews and training by outside consultants, health screening and City support by contributing 50% toward health club memberships for employees are representative. The City Commission and City Manager determined more than ten years ago to pursue a more proactive approach designed to stimulate more active employee participation in order to build a culture of safety and wellness.

The City Commission removed the City safety program from the Code of Ordinances in 2016 and charged the City Manager with the responsibility of carrying the safety program forward. Safety and Wellness Policies have been regularly updated and continued in effect. A Safety Specialist position was created six years ago and made full time the next year.

The program has been transferred to the Human Resources Department and Safety Specialist Wesley Barrett and Compliance and Risk Management Coordinator Anne-Marie DiRocco have been the energy fueling the rapidly growing participation of city employees in the Wellness portion of the Program. The two departments continue to combine efforts to develop and enhance the City Culture of Safety and Wellness.

FINANCIAL IMPACT

\$25,000 unanticipated revenue to the general fund.

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Strengthen Community Service

ATTACHMENTS

1. Hometown Health Award Guidelines



HOMETOWN HEALTH AWARD: New Incentive Program

As the Hometown Health Wellness program increases our members' engagement, many active and larger entities have requested additional funds to assist with programming, seminars, training, etc. The Hometown Health Award Incentive Program will provide an avenue to support our most engaged members.

This new incentive program is designed to increase a municipality's workplace efforts that will have a meaningful impact/reduction on their employees' modifiable risks.



Hometown Health Award

Winners will be presented with an award and a total incentive of up to \$25,000 (equal to 1% of premium).

ELIGIBILITY:

- ▶ Available to all municipalities with current Florida Municipal Insurance Trust (FMIT) Group Health Insurance.
- ▶ Must successfully renew Group Health Insurance with FMIT.
- ▶ Must be an active participant of the Hometown Health Wellness Program, meeting minimum participation thresholds in Tier 1 and Tier 2 programs.
 - Tier 1 participation is based on the percentage of eligible employees that have completed the online health assessment.
 - Tier 2 participation is based on the percentage of eligible employees that complete additional health activities/actions (earning employees the maximum reward incentive for the program year).
- ▶ Participation percentages will be based on the program year (October 1 - September 30).

REQUIREMENTS:

The Medical Loss Ratio must be under 80% for the program year.

AND

A minimum of 50% Tier 1 participation (earning up to 0.5% of premium, \$12,500 max).

A minimum of 25% Tier 2 participation (earning an additional 0.5% of premium, \$12,500 max).

HOMETOWN HEALTH AWARD HONORABLE MENTION

Honorable Mention recipients will receive an award, and *no financial incentive will be returned*.

Requirement: A minimum of 50% Tier 1 participation is required.

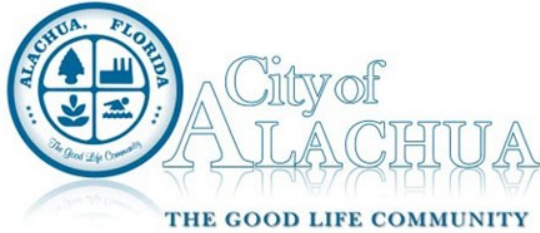


Tips for Maximizing Wellness Program Participation

- ▶ Effectively promote wellness offerings and events through multiple communication channels. Don't be afraid to take new creative approaches!
- ▶ Be sure to leverage and frequently use flyers, brochures and custom email templates provided by Hometown Health.
- ▶ Ensure top-down support. Senior leadership support is an essential aspect of wellness program participation. Employees are more willing to engage in the program if they feel they are in an environment that is culturally supportive.
- ▶ Designate more Wellness Champions in various departments to help promote wellness program activities/events. (This step is especially beneficial in assisting with health screening sign-ups for field employees who may lack access to online schedulers.)
- ▶ Share wellness program information during the new hire process. Encourage Hometown Health registration once they are eligible for health insurance benefits to help familiarize them with all available tools and resources.
- ▶ Collect employee testimonials. We recommend gathering testimonials from all levels of leadership, from office administration to field staff, and share on your municipality's social media pages, internal employee portals, newsletters, etc.



Contact gmahabir@flcities.com
with any questions.



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Waccasassa Watershed Flood Risk Review Meeting

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Receive the presentation.

Summary

Suwannee River Water Management District Staff are here to present an invitation to a meeting on July 1, 2025, in Bronson. The meeting's intent is to discuss flood map changes in the Waccasassa watershed. Citizens will be able to view the proposed maps and provide comments.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

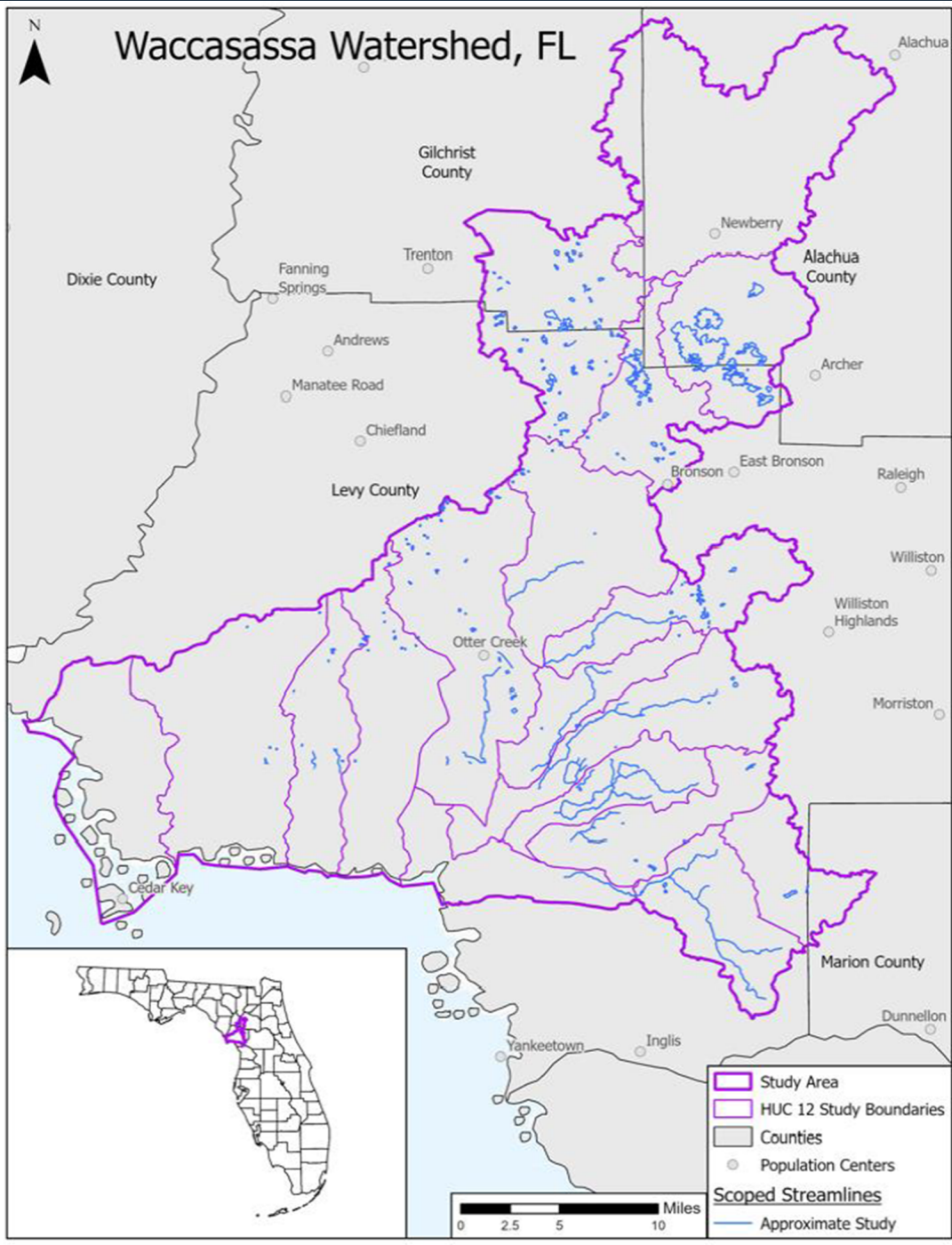
COMMISSION GOALS

ATTACHMENTS

1. Waccasassa FFR Outreach

Waccasassa Watershed Flood Risk Review





Study Area

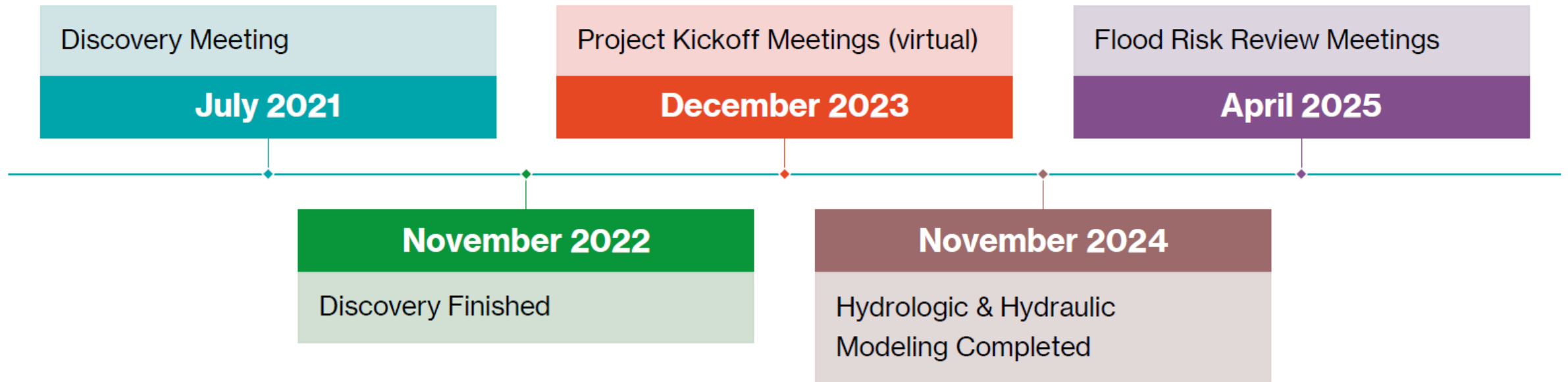


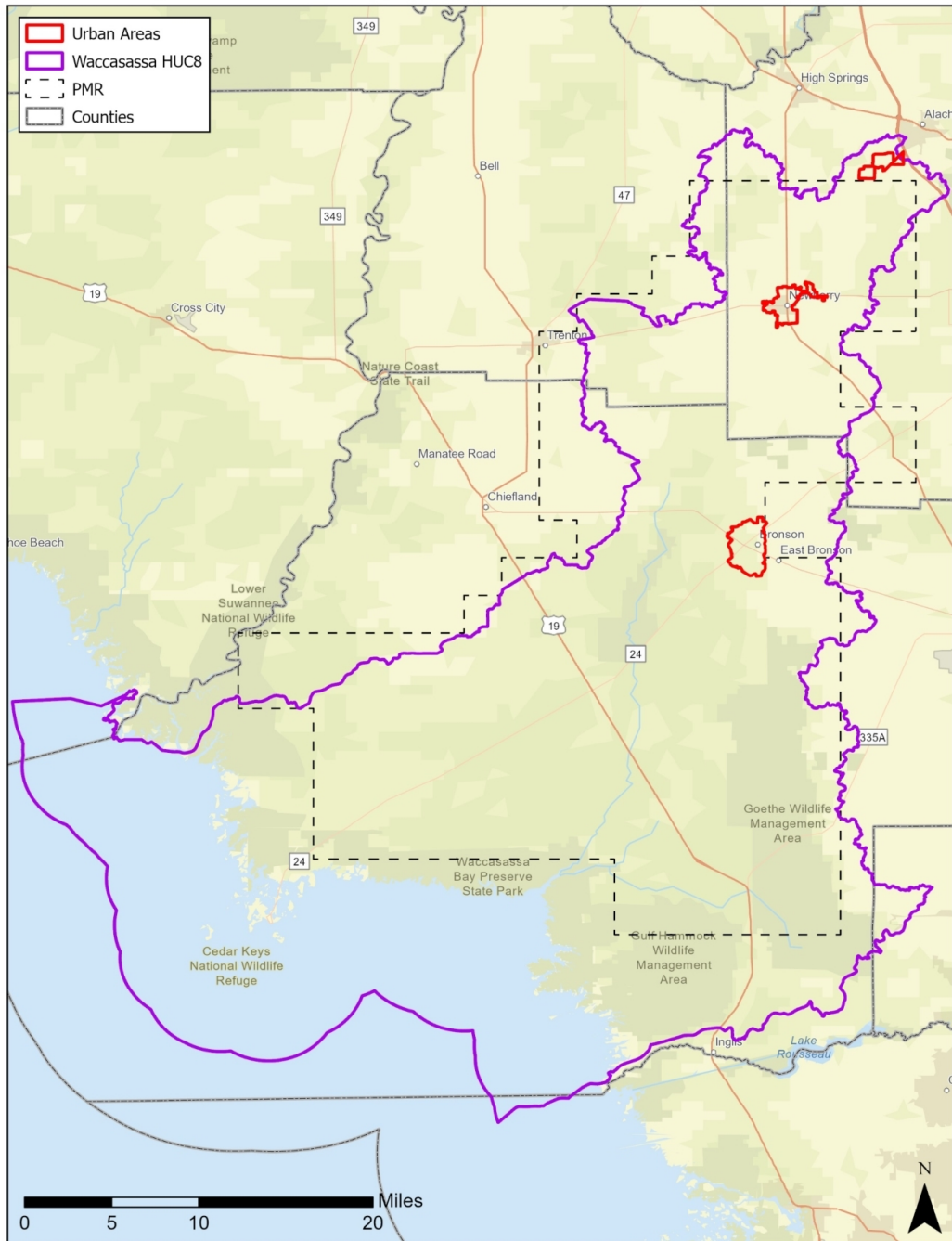
Alachua County
City of High Springs
City of Newberry
City of Alachua
City of Archer

Gilchrist County

Levy County
Town of Bronson
Town of Otter Creek

Project Timeline to Date

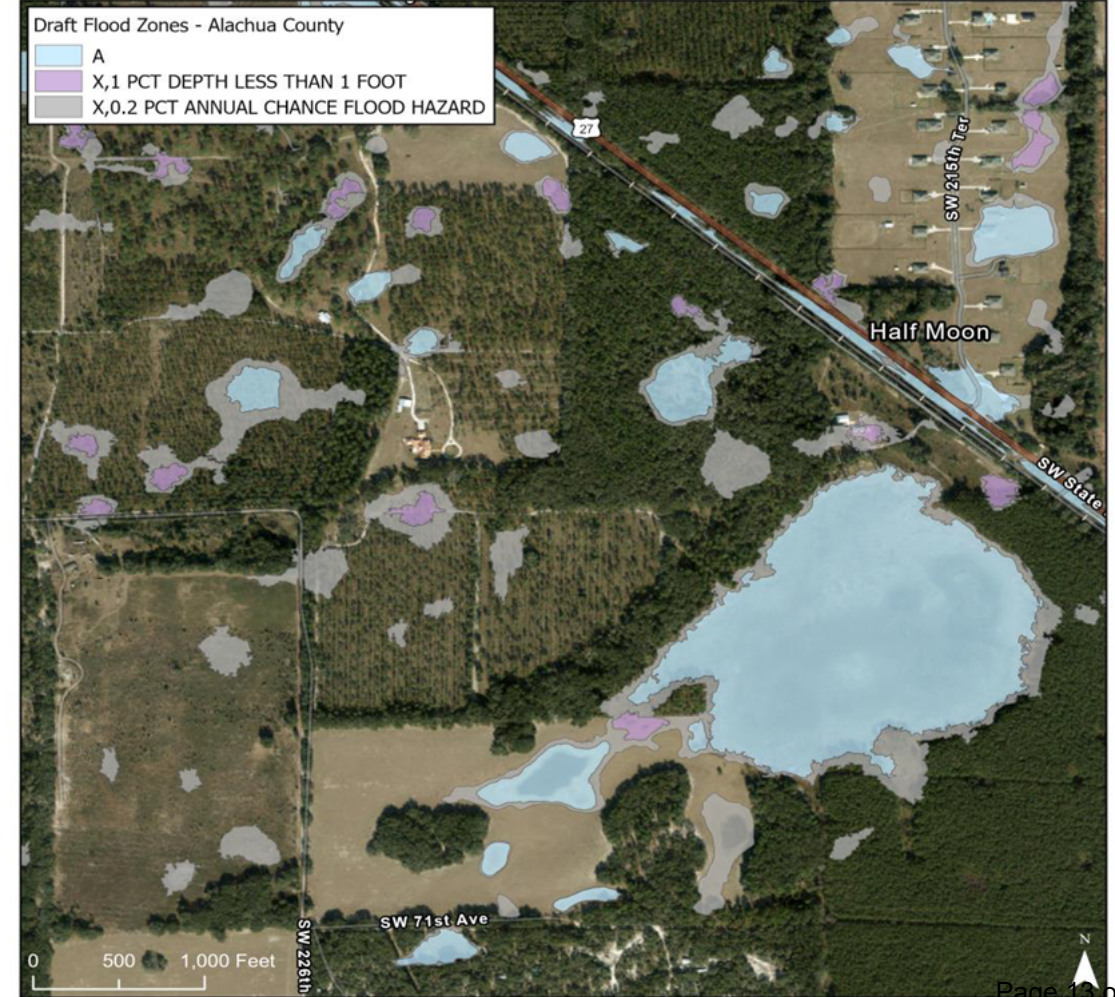




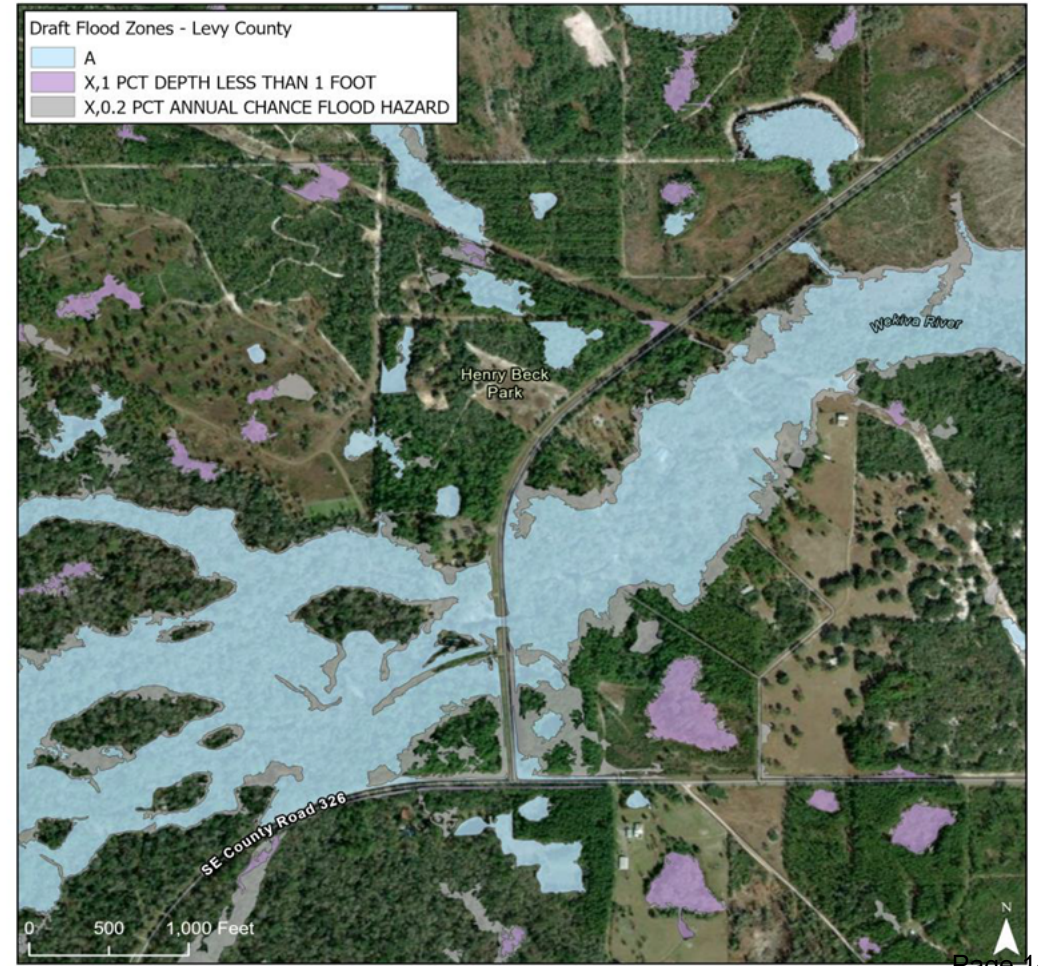
Study Results

- Will result in Updated Zone A and/or Shaded Zone X
- Will not supersede existing Level E (aka Detailed Study) or Coastal Areas
- Will not supersede mapping in developed areas

Study Results - Maps



Study Results - Maps



Study Results – By Community



Community	Change from Low/Moderate to High Risk	Change from High Risk to Low/Moderate	Change from Moderate to Low Risk	Change from Low Risk to Moderate Risk	No Change in Risk Designation
Alachua County Unincorporated	7	1	0	3	157
City of Alachua	0	0	0	0	2
City of Archer	0	0	0	0	0
City of High Springs	0	0	0	0	0
City of Newberry	2	0	0	8	62

Study Results – By Community



Community	Change from Low/Moderate to High Risk	Change from High Risk to Low/Moderate	Change from Moderate to Low Risk	Change from Low Risk to Moderate Risk	No Change in Risk Designation
Gilchrist County Unincorporated	5	5	0	3	48
Levy County Unincorporated	12	7	5	10	228
Town of Bronson	0	0	0	0	0
Town of Otter Creek	0	0	0	1	3

SRWMD Virtual Meeting Room



- Virtual Companion
Available Anytime
Computer, Tablet, or Smartphone
accessible
- Interactive Display Booth for:
Meeting Presentation
Webinar Information/Webinar Recording Video
Contacts & Resources
Preliminary Flood Report
GIS Data Download
Effects of Map Change Flyers
Flood Risk Video



WWW.SRWMDFLOODREPORT.COM/VIRTUAL

Flood Risk Review Meeting



- Dogan S. Cobb Municipal Building
660 East Hathaway Ave.
Bronson, FL 32621
- July 1, 2025
 - 5 PM



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Municipal Clerks Week Proclamation

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Mayor Welch to read the Municipal Clerks Week Proclamation.

Summary

The Office of the Municipal Clerk is among the oldest public servants and a vital part of local government worldwide. The Office provides the professional link between a city and its citizens, as well as other agencies of government and commerce.

To be mindful of the neutrality, impartiality, service, and professional character of the Municipal Clerk and the Office of the Municipal Clerk, the City joins the national proclamation of May 4, 2025, through May 10, 2025, as Municipal Clerks Week.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Municipal Clerks Week Proclamation



City of Alachua, Florida

Office of Mayor *Walter Welch*

PROCLAMATION

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participating in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations.

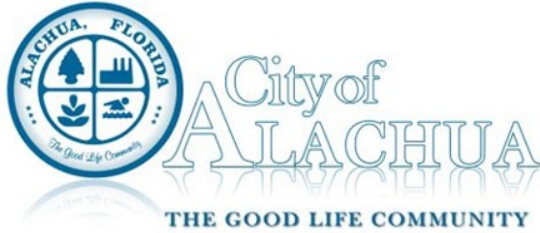
WHEREAS, It is most fitting that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Walter Welch, Mayor of the City of Alachua, representing the City and the City Commission, do hereby recognize May 4, 2025 -May 10, 2025, as Municipal Clerks Week and further extend appreciation to our Municipal Clerk, the staff of the Clerk's Office and all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May 2025.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Stop the Bleed Day

PREPARED BY: Tara Malone, Human Resources Director

RECOMMENDED ACTION:

Mayor to read proclamation, declaring May 22nd, 2025 as Stop the Bleed Day.

Summary

Stop the Bleed is a national public health campaign aimed at saving lives through training on how to stop traumatic bleeding. It is observed each year on the Thursday of Emergency Medical Services (EMS) Week. This year, Stop the Bleed Day will be observed on May 22nd, 2025.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life

ATTACHMENTS

1. Proclamation_Stop the Bleed_2025



City of Alachua, Florida

Office of Mayor *Walter Welch*

PROCLAMATION

WHEREAS, Stop the Bleed is a national public health campaign, launched at a White House ceremony in 2015; and

WHEREAS, its goal is to save lives by training people across the country how to stop traumatic bleeding; and

WHEREAS, excessive bleeding is the leading cause of death for those under the age of 40; and

WHEREAS, the campaign is a public/private partnership led by the US Department of Defense and supported by a number of organizations including the US Department of Homeland Security, the Stop the Bleed Coalition, the American Red Cross, The American College of Surgeons, the American College of Emergency Physicians and the American Heart Association; and

WHEREAS, the campaign is based on the lessons the Department of Defense learned in Afghanistan and Iraq on the best ways to treat traumatic injuries involving severe blood loss; and

WHEREAS, each year, the Thursday of Emergency Medical Services (EMS) Week is proclaimed STOP THE BLEED Day by the campaign to engage the public to learn more about how to become empowered to save lives.

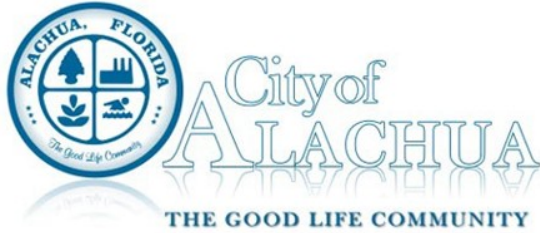
NOW, THEREFORE, I, Walter Welch, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **May 22nd, 2025**, as

“Stop the Bleed Day”

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May 2025.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Mental Health Awareness Month 2025

PREPARED BY: Tara Malone, Human Resources Director

RECOMMENDED ACTION:

Mayor to read proclamation, declaring May as Mental Health Awareness Month 2025.

Summary

The Substance Abuse and Mental Health Services Administration (SAMHSA) recognizes May as Mental health Awareness Month to promote an increased awareness about the crucial role mental health plays in our overall health and well-being.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life

ATTACHMENTS

1. Proclamation_Mental Health Month_2025



City of Alachua, Florida

Office of Mayor *Walter Welch*

PROCLAMATION

WHEREAS, Mental Health Awareness Month was established in 1949, to increase awareness of the importance of mental health and wellness in Americans' lives and to celebrate recovery from mental illness; and

WHEREAS, the Substance Abuse and Mental Health Services Administration has recognized Mental Health Awareness Month every May to increase awareness about the vital role mental health plays in our overall health and well-being; and

WHEREAS, with early and effective interventions, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I, Walter Welch, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **May 2025**, as

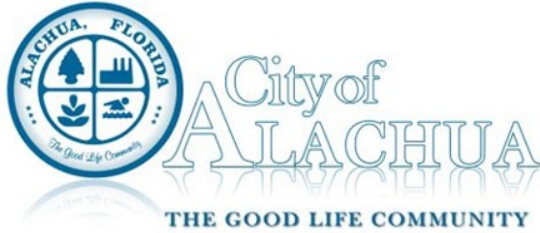
~ Mental Health Awareness Month 2025 ~

“Look Around, Look Within”

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of May 2025.

ATTEST:

Walter Welch, Mayor



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Ordinance 25-08 - AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 04015-000-000); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (First Reading; Legislative Hearing).

PREPARED BY: Carson Crockett

RECOMMENDED ACTION:

Staff Recommends that the City Commission (1) adopt Ordinance 25-08 upon first reading and (2) schedule the second and final reading of Ordinance 25-08 for June 9, 2025.

Recommended Motion: I move that this Commission (1) adopt Ordinance 25-08 upon first reading and (2) schedule the second and final reading of Ordinance 25-08 for June 9, 2025.

Summary

The review process for Voluntary Annexations is governed by Florida Statute 177.044. In order for an area to be annexed, it must be contiguous to a municipality, be reasonably compact, and not create an enclave.

The ± 222.35-acre subject property is located at 10602 NW 143rd Street (tax parcel(s) 04015-000-000) and has an Alachua County future land use designation of Agricultural and Alachua County zoning designation of Rural/Agriculture.

In compliance with F.S. 171.044 (5), a copy of the notice, via certified mail, was sent to the Alachua County Board of County Commissioners on April 17, 2025, not fewer than 10 days prior to publishing the ordinance notice. Per F.S. 177.044 (2), the notice was published for two consecutive weeks, May 1, 2025, and May 8, 2025, in the Alachua County Today newspaper prior to the hearing.

The Alachua County Board of County Commissioners has not provided any comment on the proposed annexation to date.

Section 1.7.7 of the City's Land Development Regulations states that lands being annexed shall retain their current unincorporated zone district classification until an amendment to the Comprehensive Plan is adopted by the City. The landowner may request, or the City Commission or Planning and Zoning Board, in the City's sole discretion, may initiate a zone district classification in accordance with Section 2.4.2, Site-specific amendments to the Official Zoning Atlas, following adoption of the Comprehensive Plan amendment. The zone district classification shall be consistent with the Comprehensive Plan Future Land Use Map Designation. No development, redevelopment, or expansion shall be initiated until the City adopts an amendment to the Comprehensive Plan and Official Zoning Atlas for the area being annexed.

FINANCIAL IMPACT

NONE

ADDITIONAL FINANCIAL INFORMATION

N/A

COMMISSION GOALS

ATTACHMENTS

1. Ordinance 25-08
2. Application Materials
3. Public Notice Materials
4. Carson J. Crockett - Resume on File

ORDINANCE 25-08

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 04015-000-000); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sergio Reyes, P.E., as the authorized agent of Livingston Farms LLC, owner of the property to be annexed, has authorized the execution of a petition requesting that the City limits of the City of Alachua, Florida, be extended to include their land; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been published once each week for two consecutive weeks in the Alachua County Today newspaper, meeting the requirements of advertising in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been delivered by certified mail to the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of the first required notice of annexation meeting the requirements of notice in Florida Statute 171.044; and,

WHEREAS, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing corporate limits of the City, and is reasonably compact, and does not create an enclave, and meets the requirements for voluntary annexation as established in Florida Statute 171.044;

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

Section 1. Extending the Corporate Limits of the City of Alachua, Florida to Include Certain Lands Lying Contiguous to the Existing Corporate Limits of the City

A. Legal Description (Tax Parcel 04015-000-000).

The corporate limits of the City of Alachua, Florida are hereby amended to include lands described in the legal description attached to this ordinance and identified as “Exhibit A.”

B. Map.

A location map – including the amended municipal boundary of the City of Alachua, Florida – is hereby attached to this ordinance and identified as “Exhibit B.”

Section 2. Providing that All Existing Laws, Ordinances, Rules and Regulations Shall Apply

All laws, ordinances, rules and regulations of the City of Alachua, Florida of general application throughout the existing boundaries and corporate limits shall apply through the boundaries and corporate limits of said City as extended by this Ordinance.

Section 3. Official Zoning Atlas

Until the City of Alachua, Florida shall exercise its zoning power over the territories annexed, all of the current zoning regulations and maps heretofore adopted by the Board of County Commissioners of Alachua County, Florida shall continue in full force and effect throughout the territory annexed, and shall be enforced by the City of Alachua.

Section 4. Repealing Clause

All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 5. Providing for Severability

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

Section 6. Effective Date

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

PASSED on first reading on the 19th day of May, 2025.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this _____, day of _____, 2025.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Walter Welch, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

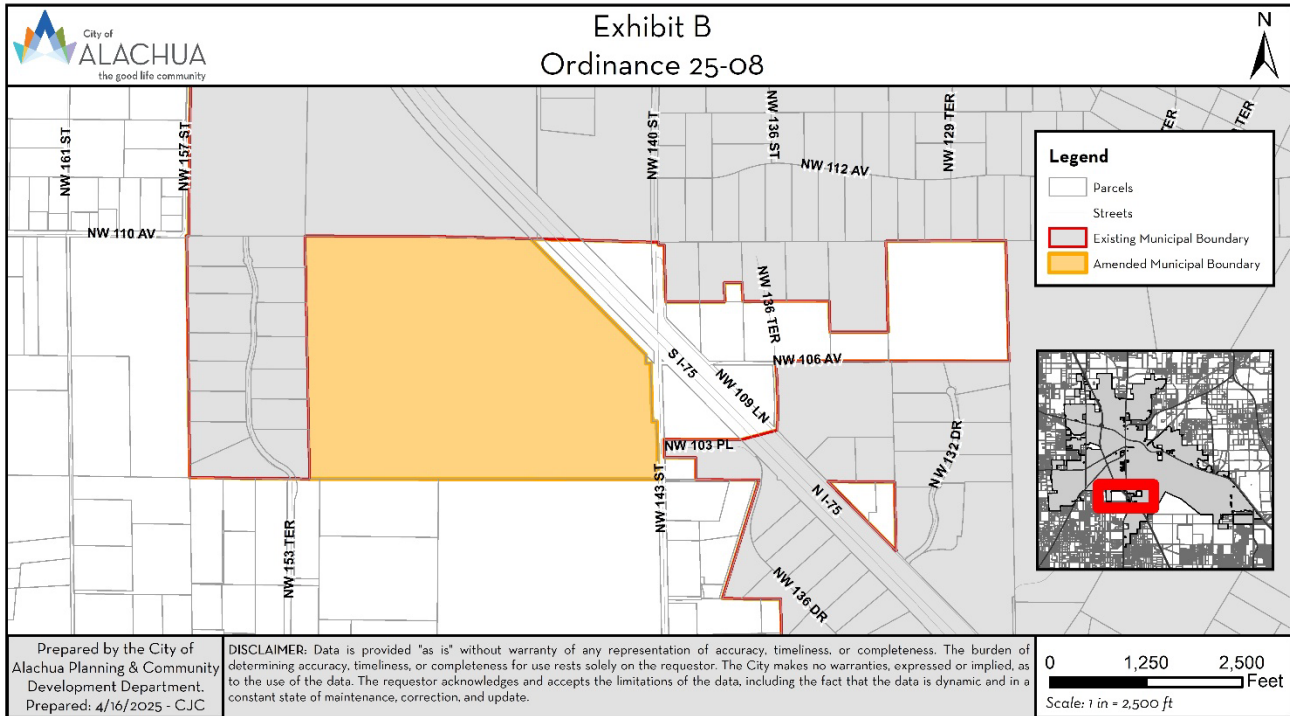
Marian B. Rush, City Attorney

EXHIBIT A

Legal Description of Tax Parcel 04015-000-000

Commence at the NE corner of Section 34, Township 8 South, Range 18 East, and run N 88°57'59" W along the North line of said Section 1,248.33 feet to the West R/W of Interstate Highway No. 75, thence continue N 88°57'59" W along said North Line 142.91 feet to the West R/W of a 100-foot access road and the Point of Beginning, thence run S 44°30'21" E along said R/W line 1,815.59 feet, thence run S 01°25'53" E along said R/W line 94.1 feet, thence run N 88°34'07" E along said R/W line 60 feet to the West R/W of State Road No. S-241, thence run S 01°25'53" E along said R/W 694.10 feet, thence run N 88°34'07" E along said R/W 50 feet, thence run S 01°25'53" E along said R/W 654.15 feet to the South line of the North half of Section 34, thence run N 89°03'58" W along said South line 3,962.43 feet to the West line of the East half of the NW quarter of Section 34, thence run N 00°31'53" W along said West line 2,715.84 feet to North line of Section 34, thence run S 88°57'59" E along said North line 2,568.78 feet to the Point of Beginning. Being and lying in the North half of Section 34, Township 8 South, Range 18 East, Alachua County, Florida. Said land being ALSO DESCRIBED as the East half of the NW quarter and the NE quarter LESS the right-of-way of 1-75 and ALSO LESS the land described in O.R. Book 765 at page 265, Public Records of Alachua County, all lying and being in Section 34, Township 8 South, Range 18 East, Alachua County, Florida.

EXHIBIT B





THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

Case #: _____
Application Fee: \$ _____
Filing Date: _____
Acceptance Date: _____
Review Type: CCOM

Voluntary Annexation Application

Reference City of Alachua Land Development Regulations, Section 1.7.7

Important Information and Procedures:

Two (2) public hearings before the City Commission are required to consider a request for voluntary annexation. Applicants or their authorized agents should be present at all public hearings.

Annexation of property into the City's jurisdiction does not change the Future Land Use Map Designation or zoning of the property. The property will retain its current designations until amended by the property owner. The property owner will be responsible for submitting applications and fees for a Comprehensive Plan Amendment to the Future Land Use Map and a rezoning within one year of the effective date of the annexation.

A. PROJECT

1. Project Name: NW 143rd Street Annexation
2. Address of Subject Property: 10602 NW 143rd Street
3. Parcel ID Number(s): 04015-000-000
4. Existing Use of Property: Agricultural & Residential
5. Future Land Use Map Designation: Rural/Agriculture
6. Zoning Classification: Agricultural
7. Acreage: 222.35 (+/-)
8. Number and Type of Existing Structures on the Property: Mobile Home & Pole Barn

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Clay Sweger, AICP LEED AP Title: Director of Planning
Company (if applicable): eda consultants inc.
Physical address: 720 SW 2nd Avenue, Suite 300, South Tower
Mailing Address: 720 SW 2nd Avenue, Suite 300, South Tower
City: Gainesville State: FL ZIP: 32605
Telephone: 352-373-3541 FAX: _____ e-mail: csweger@edafl.com
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): Livingston Farms LLC
Mailing Address: 10905 SW 27th Avenue
City: Gainesville State: FL ZIP: 32607
Telephone: _____ FAX: _____ e-mail: _____

* Must provide executed Authorized Agent Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☐ No
If yes, list names of all parties involved: _____
If yes, is the contract/option contingent or absolute? ☐ Contingent ☐ Absolute

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Revised April 5, 2016

Page 1 of 2

D. ATTACHMENTS

1. A current aerial map or plat of the property (may be obtained from the Alachua County Property Appraiser.)
2. Two (2) sets of all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
3. Property survey or boundary sketch of the property, including legal description (metes and bounds) with tax parcel number, signed and sealed by a professional land surveyor.
4. Proof of ownership (recorded warranty deed.)
5. Proof of payment of taxes.
6. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 6 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that I/We are the owner(s) of real property hereinafter described, or have received and hereby submit written authorization from the owner(s) of the real property to act on their behalf. I/We petition the City of Alachua to extend its corporate limits by voluntary annexation to include the attached legal description of real property.

I/We hereby certify:

1. That the real property described in the attached legal description is contiguous to the existing city limits of the City of Alachua, Florida.
2. That the real property described in the attached legal description is reasonably compact in character.
3. That annexation of the real property described in the attached legal description will not result in the creation of enclaves (that is areas of unincorporated county property completely surrounded by the City of Alachua.)
4. That the owner is the fee simple absolute owner of the real property described in the attached legal description and that there are no leans, encumbrances of title, clouds of any type.
5. That the information contained herein is true and correct to the best of my/our knowledge.
6. That, in accordance with Section 1.7.7 of the City's Land Development Regulations, the property owner will be responsible for submitting applications and fees for a Comprehensive Plan Amendment to the Future Land Use Map and a rezoning within one year of the effective date of the annexation.

Clay Sweger
Signature of Applicant

Signature of Co-applicant*

Clay Sweger
Typed or printed name and title of applicant

Typed or printed name of co-applicant*

* Provide signatures of all co-applicants. Multiple copies of this page may be used if necessary.

State of Florida County of Alachua

The foregoing application is acknowledged before me this 20th day of March, 2025, by _____

Clay Sweger, who is/are
personally known to me or who has/have produced _____ as identification.

NOTARY SEAL



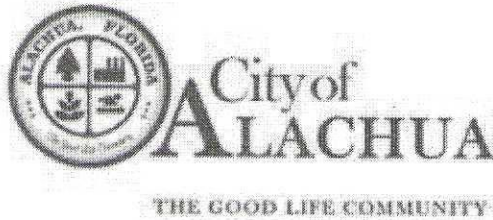
Stephanie Sutton
Comm.: HH 586733
Expires: Oct. 19, 2028
Notary Public - State of Florida

Stephanie Sutton
Signature of Notary Public, State of Florida

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Revised April 5, 2016

Page 2 of 2



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 10602 NW 143rd Street

Parcel ID Number(s): 04015-000-000

Acreage: 222.35

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Jay Curtis

Title:

Company (if applicable): Livingston Farms LLC

Mailing Address: 10905 SW 27th Avenue

City: Gainesville

State: FL

ZIP: 32607

Telephone:

FAX:

e-mail:

C. AUTHORIZED AGENT

Name: Sergio Reyes

Title: President

Company (if applicable): eda consultants, inc.

Mailing address: 720 SW 2nd Ave, South Tower, Suite 300

City: Gainesville

State: FL

ZIP: 32601

Telephone: 352-373-3541

FAX: 352-373-7249

e-mail: sreyes@edafl.com

D. REQUESTED ACTION:

Annexation application

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

Signature of Applicant

Jay Curtis MGR

Typed or printed name and title of applicant

State of

FL

County of

Alachua

Typed or printed name of co-applicant

The foregoing application is acknowledged before me this

4

day of

Feb

25

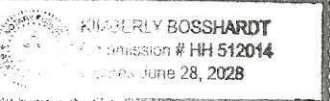
, 20

by Jay Curtis

, who is/are personally known to me, or who has/have produced

as identification.

NOTARY SEAL



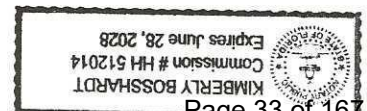
Signature of Notary Public, State of

FL

City of Alachua ♦ Planning and Community Development Department

PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Revised 9/30/2014





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
LIVINGSTON FARMS LLC

Filing Information

Document Number L21000119212
FEI/EIN Number 86-2903567
Date Filed 03/12/2021
State FL
Status ACTIVE

Principal Address

10905 SW 27TH AVE
GAINESVILLE, FL 32608

Mailing Address

10905 SW 27TH AVE
GAINESVILLE, FL 32608

Registered Agent Name & Address

CURTIS, JAY
10905 SW 27TH AVENUE
GAINESVILLE, FL 32607

Authorized Person(s) Detail

Name & Address

Title MGR

CURTIS, JAY
10905 SW 27TH AVE
GAINESVILLE, FL 32653

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	04/18/2023
2024	03/21/2024

Document Images

[03/21/2024 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/18/2023 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[01/24/2022 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[03/12/2021 -- Florida Limited Liability](#)

[View image in PDF format](#)



[Search](#) > Account Summary

Real Estate Account #04015 000 000

Owner:
LIVINGSTON FARMS LLC

Situs:
10602 NW 143RD ST
ALACHUA 32615

[Parcel details](#)
[Property Appraiser](#)



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **02/10/2025** for **\$3,610.71**.

[Apply for the 2025 installment payment plan](#)

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2024 Annual Bill ⓘ	\$0.00	Paid	\$3,610.71	02/10/2025	Receipt #24-0106746 Print (PDF)
2023 Annual Bill ⓘ	\$0.00	Paid	\$3,196.65	03/27/2024	Receipt #23-0139313 Print (PDF)
2022 Annual Bill ⓘ	\$0.00	Paid	\$2,880.18	12/12/2022	Receipt #22-0059576 Print (PDF)
2021 Annual Bill ⓘ	\$0.00	Paid	\$3,437.85	03/01/2022	Receipt #21-0115908 Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid	\$3,222.78	11/20/2020	Receipt #20-0025985 Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid	\$3,308.62	11/20/2019	Receipt #19-0026825 Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid	\$3,252.75	11/15/2018	Receipt #18-0015730 Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid	\$1,900.54	11/14/2017	Receipt #17-0016040 Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid	\$1,920.18	11/15/2016	Receipt #16-0017798 Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid	\$1,931.06	11/13/2015	Receipt #15-0015692 Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid	\$1,918.75	11/25/2014	Receipt #14-0031509 Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid	\$1,830.78	11/27/2013	Receipt #13-0033813 Print (PDF)
2012 Annual Bill ⓘ	\$0.00	Paid	\$1,782.00	11/30/2012	Receipt #12-0046324 Print (PDF)
2011 Annual Bill ⓘ	\$0.00	Paid	\$1,830.01	11/17/2011	Receipt #2011-3008872 Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid	\$1,795.89	11/16/2010	Receipt #2010-3006863 Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid	\$1,816.91	11/16/2009	Receipt #2009-1004842 Print (PDF)
2008 Annual Bill ⓘ	\$0.00	Paid	\$2,018.46	11/30/2008	Receipt #2008-8015514 Print (PDF)
2007 Annual Bill ⓘ	\$0.00	Paid	\$1,688.02	11/30/2007	Receipt #2007-9028543 Print (PDF)
2006 Annual Bill ⓘ	\$0.00	Paid	\$1,843.34	11/27/2006	Receipt #2006-9084327 Print (PDF)
2005 Annual Bill ⓘ	\$0.00	Paid	\$1,856.39	11/30/2005	Receipt #2005-9052284 Print (PDF)
2004 Annual Bill ⓘ	\$0.00	Paid	\$1,886.84	03/29/2005	Receipt #2004-9025876 Print (PDF)
2003 Annual Bill ⓘ	\$0.00	Paid	\$1,576.18	11/30/2003	Receipt #2003-3038595 Print (PDF)
2002 Annual Bill ⓘ	\$0.00	Paid	\$1,596.86	11/26/2002	Receipt #2002-0216331 Print (PDF)
Total Amount Due		\$0.00			

9/13/2021 2:32 PM
BOOK 4930 PAGE 817

J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida

ERECORDED Receipt # 1037800

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$18,200.00

Intang. Tax: \$0.00

Prepared by & Return To:
Kimberly G. Bosshardt
Bosshardt Title Insurance Agency, LLC
5532 NW 43rd ST
Gainesville, FL 32653

File #21-310

[Space Above This Line For Recording Data]

TRUSTEE'S DEED

This Trustee's Deed made this September 07, 2021 between **Nancy V. Perry, Successor Co-Trustee, and Capital City Trust Company, Corporate Successor Co-Trustee of the Charles R. Perry Revocable Trust dated 5/22/1996 as amended and fully restated on 10/30/2001** whose post office address is 1417 North Main Street, Gainesville, FL 32601, grantor, and **Livingston Farms LLC, a Florida Limited Liability Company**, whose post office address is 10905 SW 27th Avenue, Gainesville, FL 32608, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in **Alachua**, Florida, to-wit:

Commence at the NE corner of Section 34, Township 8 South, Range 18 East, and run N 88°57'59" W along the North line of said Section 1,248.33 feet to the West R/W of Interstate Highway No. 75, thence continue N 88°57'59" W along said North Line 142.91 feet to the West R/W of a 100-foot access road and the Point of Beginning, thence run S 44°30'21" E along said R/W line 1,815.59 feet, thence run S 01°25'53" E along said R/W line 94.1 feet, thence run N 88°34'07" E along said R/W line 60 feet to the West R/W of State Road No. S-241, thence run S 01°25'53" E along said R/W 694.10 feet, thence run N 88°34'07" E along said R/W 50 feet, thence run S 01°25'53" E along said R/W 654.15 feet to the South line of the North half of Section 34, thence run N 89°03'58" W along said South line 3,962.43 feet to the West line of the East half of the NW quarter of Section 34, thence run N 00°31'53" W along said West line 2,715.84 feet to North line of Section 34, thence run S 88°57'59" E along said North line 2,568.78 feet to the Point of Beginning. Being and lying in the North half of Section 34, Township 8 South, Range 18 East, Alachua County, Florida. Said land being ALSO DESCRIBED as the East half of the NW quarter and the NE quarter LESS the right-of-way of 1-75 and ALSO LESS the land described in O.R. Book 765 at page 265, Public Records of Alachua County, all lying and being in Section 34, Township 8 South, Range 18 East, Alachua County, Florida.

Together with that certain 2017 doublewide Mobile Home VIN#N113654A & N113654B

Tax Parcel ID# 04015-000-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TRUSTEE, Nancy V. Perry, Successor Co-Trustee and Capital City Trust Company as Corporate Successor Co-Trustees of the Charles R. Perry Revocable Trust dated 5/22/1996 as amended and fully restated on 10/30/2001 has/have full power to sell, transfer, mortgage said real estate.

Said property is not the homestead of the GRANTOR under the laws and constitution of the State of Florida in that neither GRANTOR nor any member of the household of GRANTOR reside thereon.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Roxanne Pedersen
1st Witness Signature

Roxanne Pedersen
1st Witness Printed Name

Merrissa Bowland
2nd Witness Signature

Merrissa Bowland
2nd Witness Printed Name

Nancy V. Perry
Nancy V. Perry, Successor Co-Trustee
of the Charles R. Perry Revocable Trust dated
5/22/1996 as amended and fully restated on
10/30/2001

State of Michigan
County of Roscommon

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or () online notarization, on this 3rd day of September 2021 by **Nancy V. Perry, Successor Co-Trustee of the Charles R. Perry Revocable Trust dated 5/22/1996 as amended and fully restated on 10/30/2001**, () who is/are personally known to me or ☒ who produced a driver's license as identification.

(Notary Stamp)

Kate Vaughn
Signature of Notary

Kate Vaughn
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Roscommon
My Commission Expires 05/24/2027
Acting in the County of ROSCOMMON

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Richard Medler

1st Witness Signature

Richard Medler

1st Witness Printed Name

Thomas Higgins

2nd Witness Signature

Thomas Higgins

2nd Witness Printed Name

By *Lee Ebanks*

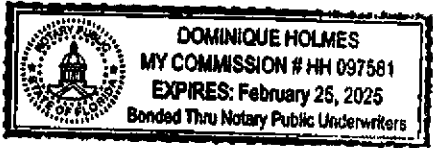
Lee Ebanks, Vice President of Capital City Trust Company, Corporate Successor Co-Trustee of the Charles R. Perry Revocable Trust dated 5/22/1996 as amended and fully restated on 10/30/2001

State of Florida
County of Alachua

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (X) physical presence or () online notarization, on this 3rd day of September 2021 by **Lee Ebanks, as Vice President of Capital City Trust Company, Corporate Successor Co-Trustee of the Charles R. Perry Revocable Trust dated 5/22/1996 as amended and fully restated on 10/30/2001, (X) who is/are personally known to me or () who produced a driver's license as identification.**

(Notary Stamp)

D. Holmes
Signature of Notary



LOCATED IN SECTION 34, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

DESCRIPTION: (OFFICIAL RECORDS BOOK 2840, PAGE 675)

COMMENCE AT THE NE CORNER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 18 EAST, AND 8° 57' 59" W ALONG THE NORTH LINE OF SAID SECTION 34.0.3.1.3 FEET TO THE WEST CORNER OF INTERSTATE HIGHWAY NO. 75. THENCE CONTINUE N 8° 57' 59" W ALONG SAID NORTH LINE 142.91 FEET TO THE WEST R/W OF A 100-FOOT ACCESS ROAD AND THE POINT OF BEGINNING. THENCE RUN S 4° 30' 21" E ALONG SAID R/W LINE 1,515.59 FEET. THENCE RUN N 0° 25' 53" E ALONG SAID R/W LINE 94.1 FEET. THENCE RUN N 88° 34' 07" E ALONG SAID R/W LINE 69 FEET TO THE WEST R/W OF STATE ROAD NO. 50.4.1.1.3 FEET TO THE WEST CORNER OF SAID SECTION 34.0.3.1.3 FEET TO THE WEST CORNER OF SAID SECTION 34.0.3.1.3 FEET. THENCE RUN S 0° 25' 53" E ALONG SAID R/W LINE 65.15 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 34. THENCE RUN N 89° 05' 18" W ALONG SAID SOUTH LINE 3,062.43 FEET TO THE WEST LINE OF THE EAST HALF OF THE NW QUARTER OF SECTION 34. THENCE RUN S 89° 05' 18" W ALONG SAID WEST LINE 2,568.28 FEET TO THE POINT OF BEGINNING.

BEING AND LYING IN THE NORTH HALF OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

SURVEYORS NOTES:

1. BEARINGS SHOWN ARE BASED ON A BEARING OF NORTH 03°13' WEST FOR THE WEST BOUNDARY OF SUBJECT PARCEL.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCRASH.
4. THIS SURVEY WAS PRODUCED WITHOUT THE BENEFIT OF FURNISHED TRUE WORK. NO INSTRUMENTS OF RECORD REFLECTING EASMENTS, BIRTH-OF-CHANCE, OR OWNER-OWNED WERE FURNISHED TO THE SURVEYOR EXCEPT AS NOTED.
5. NO RECORD OF SEARCH OF THE RECORDS OF THE COUNTY OF LOS ANGELES HAS BEEN MADE.
6. INFORMATION FROM FEDERAL, EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) LOSS INSURANCE RATE MAP(S) SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE CONSIDERED MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
7. EMBODYING SYMBOLS AND NOTATION(S) SHOWN HEREIN MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
8. IN THE OPINION OF THE SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCELS. IN RELATION TO THE DESCRIPTION OF RECORDS AND OTHER EXISTING LAND RECORDS, THE ADJACENT AREAS ARE NOT SHOWN.

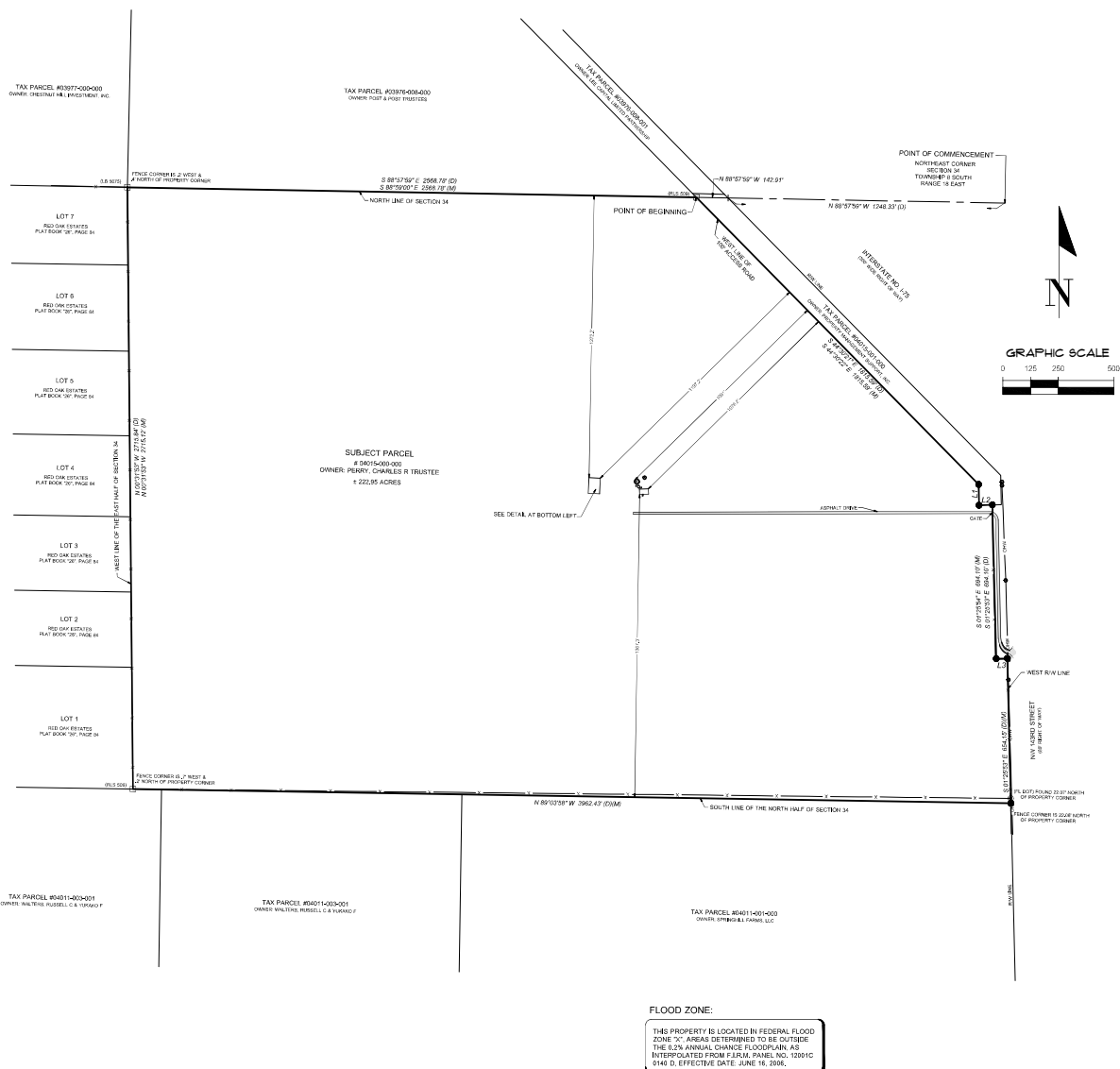
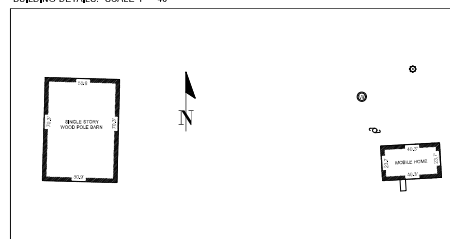
LEGEND:

(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
F.L.I.R.A. = FLOOD INSURANCE RATE MAP
RW = RIGHT-OF-WAY
● = FOUND "X"X" CONCRETE MONUMENT (MARKED AS NOTED)
● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC L.B."
● = FOUND 5/8" STEEL REBAR & CAP (MARKED AS NOTED)
☐ = TELEPHONE PEDESTAL
⊕ = ELECTRIC METER
⊞ = WOODEN POWER POLE
⊡ = UTILITY POLE

 = WELL
 = ASPHALT SURFACE
 = CONCRETE SURFACE
 = OVERHEAD WIRE
 = FENCE (SIZE AND TYPE AS NOTED)

LINE	DIRECTION	LENGTH
111000	S 61°20'33" E	94.19
200000	N 89°34'27" E	82.32
300000	N 89°34'27" E	82.32

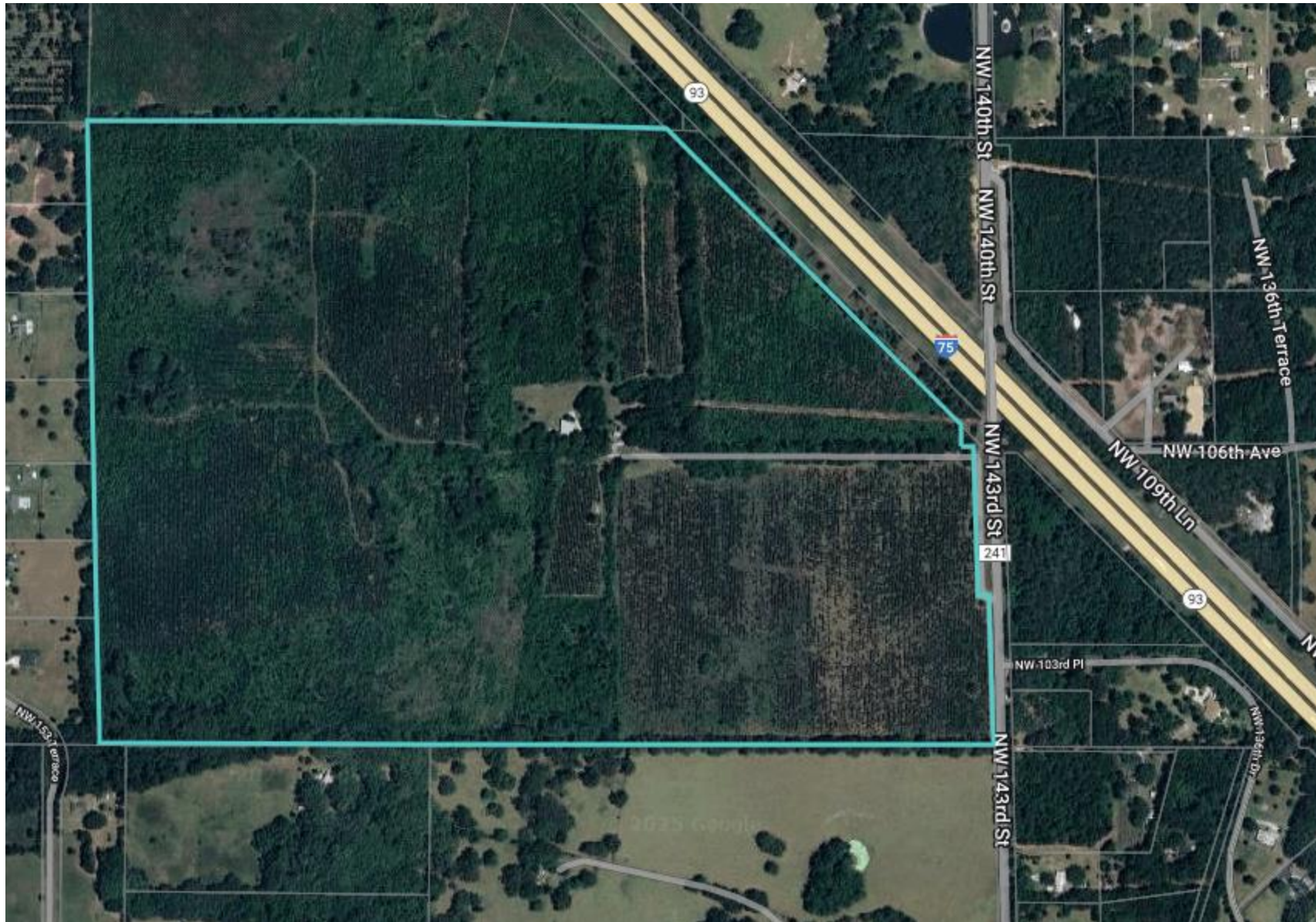
BUILDING DETAILS: SCALE 1" = 40'



FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD
ZONE "X", AREAS DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS
INTERPOLATED FROM F.I.R.M. PANEL NO. 12001C
0140 D. EFFECTIVE DATE: JUNE 16, 2006.

Aerial Map – Parcel 04015-000-000



04015-001-000
PROPERTY MANAGEMENT SUPPORT
INC
1 SLEIMAN PARKWAY STE 270
JACKSONVILLE, FL 32216

04031-003-000
TANKERSLEY THOMAS N TRUSTEE
10027 NW 143RD ST
ALACHUA, FL 32615

04040-010-025
CLIFTON FRANK W JR & ROBERTA M
10202 NW 136TH DR
ALACHUA, FL 32615

04026-003-000
SANDS WILLIAM HOWARD JR LIFE
ESTATE
10209 NW 143RD ST
ALACHUA, FL 32615

04013-000-000
RED OAK ESTATES HOMEOWNERS
ASSOCIATION INC
10254 NW 153RD TER
ALACHUA, FL 32615

04013-001-000
HUTCHINSON & HUTCHINSON
10267 NW 153RD TER
ALACHUA, FL 32615

04013-002-000
DINKMEYER JAMES S & BARBARA H
LIFE ESTATE
10401 NW 153RD TER
ALACHUA, FL 32615

04013-003-000
WISE SCOTT A & SUZANNE L
10515 NW 153RD TER
ALACHUA, FL 32615-6893

04011-003-000
COOK & COOK & COOK
10723 NW 153RD TER
ALACHUA, FL 32615

04015-000-000
LIVINGSTON FARMS LLC
10905 SW 27TH AVE
GAINESVILLE, FL 32608

04013-007-000
ROZBORIL MICHAEL B & BARBARA J
10939 NW 153RD TER
ALACHUA, FL 32615

03978-000-000
SHAW CHARLOTTE C TRUSTEE
11302 NW 140TH ST
ALACHUA, FL 32615-6427

03976-008-001
LEE CAPITAL LIMITED PARTNERSHIP
1403 EAST SR 44
WILDWOOD, FL 34785

04011-002-001
PIERCE KATHERINE HUTTON
14806 NW 94TH AVE
ALACHUA, FL 32615

03977-000-000
CHESTNUT HILL INVESTMENT INC
15105 NW 94TH AVE
ALACHUA, FL 32615

03976-008-000
POST PATRICK M
28826 W NEWBERRY RD
NEWBERRY, FL 32669

04011-001-000
SPRINGHILL FARMS LLC
8400 SW 24TH AVE
GAINESVILLE, FL 32607

04011-003-001
WALTERS RUSSELL C & YUKAKO F
9811 NW 153RD TER
ALACHUA, FL 32615

04031-001-000
METHODIST CHURCH OF MOUNT
NEBO
9975 NW 143RD ST
ALACHUA, FL 32615-7687

04026-002-000
STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION
PO BOX 1089
LAKE CITY, FL 32056

Mike DaRoza
City Manager
PO Box 9
Alachua FL 32615

Michele L. Lieberman
County Manager
12 SE 1st Street
Gainesville FL 32601

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville FL 32653

Linda Dixon, AICP
Assistant Director Planning
PO Box 115050
Gainesville FL 32611

Tamara Robbins
PO Box 2317
Alachua FL 32616

Lynda Coon
7216 NW 126 Avenue
Alachua FL 32615

Joseph & Phyllis Strickland
14103 NW 156th Place
Alachua FL 32615

Jean Calderwood
14095 NW 174th Ave
Alachua FL 32615

Lynn Horton
19005 NW 138th Avenue
Alachua FL 32615

Stephen Hofstetter
Director, Environmental Protection
Department
14 NE 1st Street, Gainesville FL 32601

04013-015-000
KRAVITZ & KRAVITZ TRUSTEES
10254 NW 153RD TER
ALACHUA, FL 32615

04013-005-000
COOK GEORGE T & MARGO B
10723 NW 153RD TER
ALACHUA, FL 32615-6786

04013-004-000
WISE SCOTT A & SUZANNE L
10515 NW 153RD TER
ALACHUA, FL 32615

04013-006-000
FIELDS OF GOLD FARMS LLC
10939 NW 153RD TER
ALACHUA, FL 32615

04011-003-002
GAW DEBORAH ANN
15105 NW 94TH AVE
ALACHUA, FL 32615

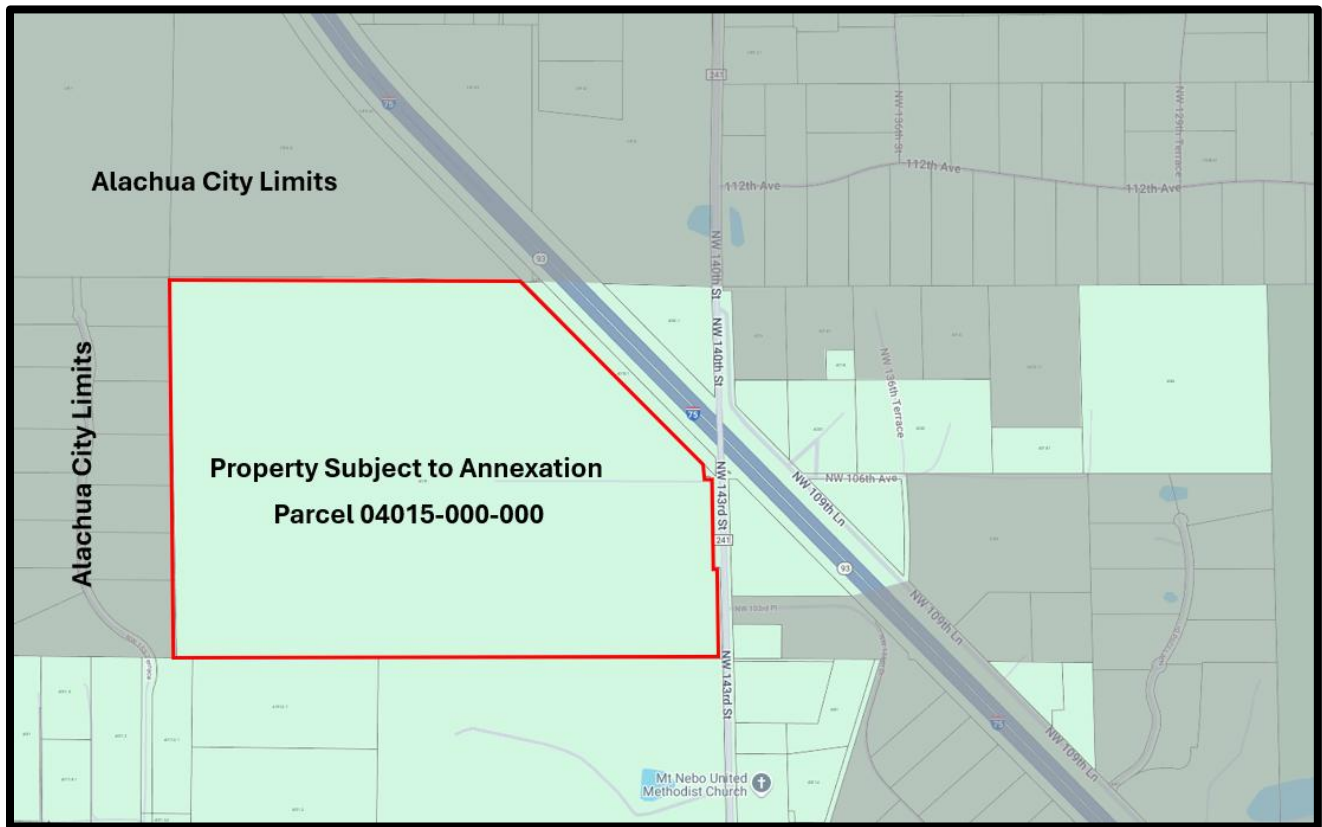
Voluntary Annexation Justification Report

Parcels 04015-000-000

10602 NW 143rd Street Annexation

Prepared for Submittal to: City of Alachua

Prepared by: eda consultants, inc.



Voluntary Annexation Property Information

The property owner, Livingston Farms LLC, is submitting an application for a voluntary annexation of Tax Parcel 04015-000-000 into the City of Alachua. The property is 222.35 +/- acres in size and consists of mostly vacant land in agricultural use, with one mobile home on the parcel and a small storage building (960 SF), according to the Property Appraiser's files.

The aerial photo below illustrates the location of the subject parcel, west of NW 143rd Street and east and south of the existing City of Alachua city limits. To the west of the subject parcel is the Red Oaks Estates platted subdivision. The parcel is separated from the I-75 ROW by a thin strip of land in unincorporated Alachua County that runs parallel to I-75. The parcel currently is accessed from a paved driveway off NW 143rd Street.



The property owner wishes to participate in the future vision for the City of Alachua as noted in the Vision Statement from the Vision Element of the City of Alachua Comprehensive Plan.

The City of Alachua will be a vibrant, growing, economically and culturally diverse community, which takes great pride in the fact that it ha maintained its strong sense of community, its small-town atmosphere, a strong recreation program, the charm of its downtown, and has preserved and protected its heritage and environment.

Consistency with the City of Alachua Comprehensive Plan

The City of Alachua's Comprehensive Plan includes goals, objectives, and policies in the Future Land Use Element and Intergovernmental Coordination Element that relate to annexation. The voluntary annexation proposed with this application is consistent with the City of Alachua Comprehensive Plan as indicated below.

FLU Goal 8 Annexation

The City shall ensure that annexations comply with the requirements of Chapter 171, Florida Statutes, and shall coordinate with Alachua County and surrounding municipalities to ensure efficient service delivery and coordinated planning within each jurisdiction.

Response: The proposed annexation application is being submitted with this Justification Report to outline how the annexation will comply with the requirements in Florida Statutes. The applicant's agent coordinated with Alachua County prior to the application submission and has provided the email correspondence to City representatives. The proposed annexation was reduced in scope to avoid the creation of an enclave (as defined in State Statutes). City staff has indicated that they have also been in communication with Alachua County staff on this application and have coordinated with them. County staff in their email correspondence indicated that they did not anticipate any service delivery issues as a result of the proposed annexation. County staff indicated that the City of Alachua could provide services including central water and sanitary sewer and law enforcement. Fire services for City of Alachua are currently provided by Alachua County through the City of Alachua's participation in the County's fire assessment program. The proposed annexation parcel is not located within the County's mandatory solid waste collection area.

Objective 8.1: Compliance with Chapter 171, Florida Statutes
Annexations shall comply with the requirements of Chapter 171, Florida Statutes.

Policy 8.1.a: The City shall review all annexations to ensure that the requirements of Chapter 171, Florida Statutes are met.

Response: The proposed annexation application is being submitted with this Justification Report to outline how the annexation will meet the requirements in Florida Statutes Chapter 171. Please see the section below entitled "Consistency with Florida Statutes."

Objective 8.2: Coordination of Service Delivery and Planning
The City shall coordinate with Alachua County and surrounding municipalities to address service delivery and coordinated planning.

Policy 8.2.a: The City shall coordinate with Alachua County and with surrounding municipalities to ensure the efficient provision of public services to the residents of the City and to ensure that land uses within each jurisdiction shall be compatible with one another.

Response: The applicant's agent coordinated with Alachua County prior to the application submission and has provided the email correspondence to City representatives. City staff has indicated that they have also been in communication with Alachua County staff on this application and have coordinated with them. County staff in their email correspondence indicated that they did not anticipate any service delivery issues as a result of the proposed annexation. County staff indicated that the City of Alachua could provide services including central water and sanitary sewer and law enforcement. Fire services for City of Alachua are currently provided by Alachua County through the City of Alachua's participation in the County's fire assessment program. The proposed annexation parcel is not located within the County's mandatory solid waste collection area. Any land use changes proposed for the property will be subject to public hearings that the County will be aware of and able to participate in, if desired.

Intergovernmental Coordination Element Objective 1.5

The City shall coordinate annexations and joint planning issues with Alachua County and with the other municipalities within the County.

Policy 1.5.a: The City shall adhere to the provisions and requirements of Chapter 171 F.S., Lands proposed for annexation shall be contiguous to the City's boundaries, reasonably compact and in an area where appropriate municipal services can be provided.

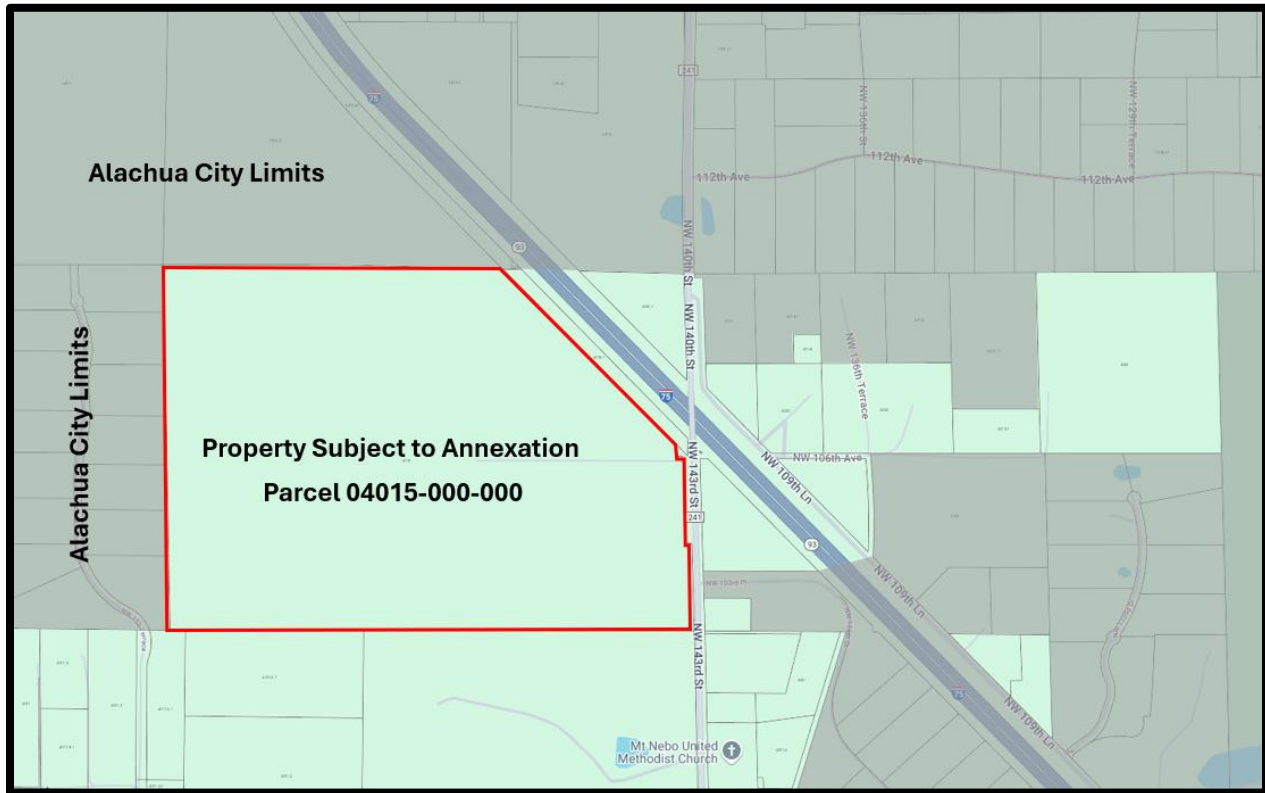
Response: The proposed annexation parcel is contiguous (as defined in Section 171.031 (3) F.S.) to Alachua city limits to the west and north (see map on page 1). The definition of compactness is provided below.

Florida Statutes (Section 171.031 (2)) defines compactness. *“Compactness” means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact.*

The property is reasonably compact, 222.35 +/- acres, within a single area that is in a shape that is generally rectangular except for a diagonal along a portion of the eastern property line (parallel with I-75). The proposed annexation does not create an enclave as defined in Florida Statutes (Section 171.031 (5)). The map below illustrates that, after the proposed annexation, an enclave would not be created because the remaining unincorporated area is not enclosed within and bounded on all sides by a single municipality; or enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to the unincorporated area only through the municipality. As illustrated on the map, the remaining unincorporated area remains connected to unincorporated Alachua County from the south and vehicular traffic can use NW 143rd Street (a County-maintained facility) to reach all the parcels from the south without travel through the municipality. The NW 143rd Street right-of-way remains in the unincorporated area as the connection to the remaining unincorporated parcels.

The remaining unincorporated area after annexation (resembling a finger area) will not be in a serpentine pattern, which is part of the prohibition. The existing situation, pre-

annexation, could be described as a finger (especially for the parcels east of I-75), which is being reduced in size due to the proposed annexation. The reduction in size of pockets or fingers is considered an improvement to the situation. In the future, the City of Alachua can consider annexation of the remaining parcels to continue the reduction in the finger area.



City staff has indicated that they have also been in communication with Alachua County staff on this application and have coordinated with them. County staff in their email correspondence indicated that they did not anticipate any service delivery issues as a result of the proposed annexation. County staff indicated that the City of Alachua could provide services including central water and sanitary sewer and law enforcement. Fire services for City of Alachua are currently provided by Alachua County through the City of Alachua's participation in the County's fire assessment program. The proposed annexation parcel is not located within the County's mandatory solid waste collection area. Additional information about public service availability is in the section below labelled *Public Service Availability*.

Policy 1.5.b. The City shall encourage the annexation of all partial or whole enclaves within the City limits of Alachua, in accordance with Section 171.046 F.S. The City may not annex land that will result in an enclave.

Response: The annexation of the parcel will not result in an enclave as defined by Section 171.031 (5) F.S. As indicated in Policy 1.5.b., the City can encourage the annexation of the remaining parcels to the east to reduce the existing finger situation.

Policy 1.5.c. In the interim period between annexation and amendment of the Comprehensive Plan, the City shall implement the County's adopted Comprehensive Plan and Land Development Regulations.

Response: The annexed parcel will retain the Alachua County Rural/Agriculture future land use category and Agricultural zoning district until such time as the City of Alachua and / or the applicant request a land use and zoning change under the City of Alachua Comprehensive Plan.

Policy 1.5.e. Prior to amending the Future Land Use Map to include lands that have been recently annexed the City shall, upon the owner's application, determine an appropriate Future Land Use Map category based upon compatibility with adjacent map categories and zoning, the character of the surrounding area, environmental features and availability of facilities and services.

Response: The property owner will consult with the City of Alachua Planning staff after annexation to determine an appropriate Future Land Use Map category.

Consistency with State Regulations Concerning Voluntary Annexation

Voluntary annexation is regulated in the State of Florida by Section 171.044 of Chapter 171 Florida Statutes (F.S.).

171.044 Voluntary annexation.—

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Response: As required by Section 171.044 (1), the property owner of the unincorporated parcel has submitted an application to the City of Alachua for voluntary annexation. The subject property is contiguous to the City of Alachua city limits on both the north and west sides of the property (see map on page 1).

The definition of compactness is provided below.

Florida Statutes (Section 171.031 (2) defines compactness. "Compactness" means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact.

The property is reasonably compact, 222.35 +/- acres, within a single area that is in a shape that is generally rectangular except for a diagonal along a portion of the eastern property line (parallel with I-75). The proposed annexation does not create an enclave as defined in Florida Statutes (Section 171.031 (5)). The map below illustrates that, after the proposed annexation, an enclave would not be created because the remaining unincorporated area is not enclosed within and bounded on all sides by a single municipality; or enclosed within and

bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to the unincorporated area only through the municipality. As illustrated on the map, the remaining unincorporated area remains connected to unincorporated Alachua County from the south and vehicular traffic can use NW 143rd Street (a County-maintained facility) to reach all the parcels from the south without travel through the municipality. The NW 143rd Street right-of-way remains in the unincorporated area as the connection to the remaining unincorporated parcels.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

Response: As required in Section 171.044 (2) F.S., the property owner provided a legal description of the parcel and a map in the form of a survey as part of the application process.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

Response: The proposed annexation does not create an enclave as defined in Florida Statutes (Section 171.031 (5)). The map on page 4 illustrates that, after the proposed annexation, an enclave would not be created because the remaining unincorporated area is not *enclosed within and bounded on all sides by a single municipality; or enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to the unincorporated area only through the municipality.* As illustrated on the map, the remaining unincorporated area remains connected to unincorporated Alachua County from the south and vehicular traffic can use NW 143rd Street (a County-maintained facility) to reach all the parcels from the south without travel through the municipality. The NW 143rd Street right-of-way remains in the unincorporated area as the connection to the remaining unincorporated parcels.

Public Service Availability

Alachua County staff indicated that fire services for City of Alachua are currently provided by Alachua County through the City of Alachua's participation in the County's fire assessment program. In addition, the proposed annexation parcel is not located within the County's mandatory solid waste collection area. The subject property has vehicular access currently from NW 143rd Street, an existing paved County-maintained street.

Solid waste services are provided by the City of Alachua within its corporate limits. This service area includes areas surrounding the subject property to the west, north and east. Providing solid waste services to the subject property provides for a more efficient delivery for such services.

The subject property is within an area that has seen the extension of the City of Alachua's water and wastewater services. Residential sites to the north and west have connected to City water and wastewater in recent years. Additionally, the City of Alachua's water and wastewater extension via the San Felasco Parkway have provided utility services northeast along NW 143rd St. These expansions of the water and wastewater service areas within the proximity of the subject property demonstrate the subject property's ability to be served by such municipal services.

Potential water and wastewater service delivery may be provided via NW 157th St. and NW 118th Ave. Existing residential projects to the north and west are currently served by City water and wastewater. Potential service may also be provided via NW 143rd St. Future connection to City water and wastewater services will be coordinated with and approved by the City of Alachua.

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City Hall.

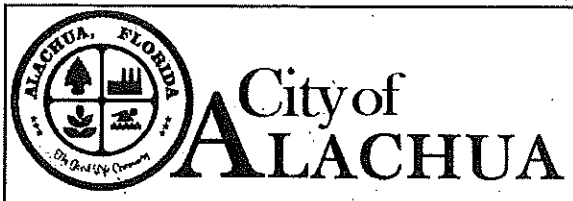
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the City's website at www.alachua.org.
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d Community Development
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d Community Development

a County Today -
15, 2025)

The female victim
then reportedly grabbed
a cooking pan and struck
both Babione and Discua,
prompting them to retreat.
The officer noted the male
victim had a visible bite
mark on his chest.

agreed to give her a ride.
According to the report,
both women appeared
intoxicated and gave
contradictory statements.
The victims told police
they did not know Babione
or Discua and had been



City of ALACHUA

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

ORDINANCE 25-05

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND DEVELOPMENT REGULATIONS ("LDRS"); AMENDING SUBPART B OF THE CITY OF ALACHUA CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE 2 RELATING TO THE POWERS AND DUTIES OF THE PLANNING AND ZONING BOARD; AMENDING ARTICLE 3 RELATING TO THE PERMITTED DENSITY AND INTENSITY AND PURPOSES OF THE BUSINESS DISTRICTS; AMENDING ARTICLE 4 RELATING TO USE SPECIFIC STANDARDS AND THE CREATION OF MIXED-USE SPECIFIC STANDARDS; AMENDING ARTICLE 5 RELATING TO THE PERMITTED DENSITY AND INTENSITY OF THE BUSINESS DISTRICTS AND ESTABLISHING DIMENSIONAL STANDARDS FOR MIXED-USE DEVELOPMENT; AMENDING ARTICLE 6 RELATING TO OFF-STREET PARKING AND LOADING STANDARDS AND TREE PROTECTION AND LANDSCAPING STANDARDS FOR MIXED-USE DEVELOPMENT; AMENDING ARTICLE 10 RELATING TO THE DEFINITIONS OF DEVELOPMENT AREA AND MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL, 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - May 8, 2025)



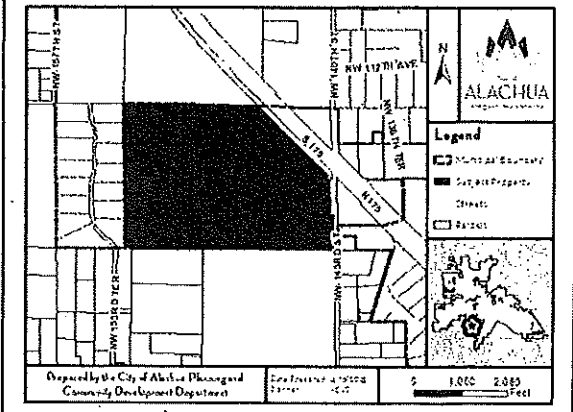
City of ALACHUA

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on May 19, 2025 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 25-08

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 04015-000-000); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



The ± 222.35-acre subject property is generally located 10602 NW 143rd Street (tax parcel(s) 04015-000-000). Copies of the application, complete legal description of the subject property, and proposed ordinance are available for public inspection at the Planning & Community Development Department in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. and copies can be obtained from the Office of the Deputy City Clerk.

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encouraging volunteers services director. "It's a of all ages to take part, wonderful opportunity for



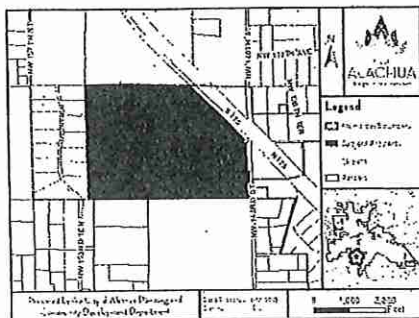
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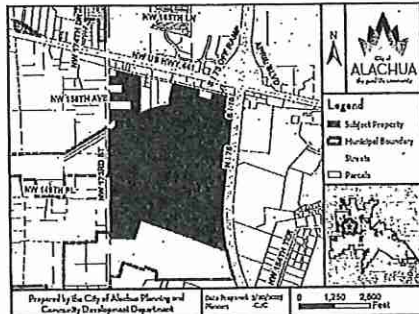


City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on May 13, 2025, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following:

A request by CHW, LLC, applicant and agent for Tomoka Hills Farms, Inc. and Tower Hill Insurance Group, LLC, the property owners, for a large-scale Comprehensive Plan amendment to amend the future land use category from Agriculture (± 258.56-acres), Moderate Density Residential (± 13.78-acres), Medium Density Residential (± 9.7-acres), Community Commercial (± 45.29-acres), and Commercial (± 18.25-acres) to Low Density Residential (± 196.68-acres), Moderate Density Residential (± 46.74-acres), High Density Residential (± 23.48-acres), and Community Commercial (± 78.68-acres) on a ± 345.58-acre subject property located at 15601 NW 167th Boulevard. Tax parcels: 03054-001-002, 03055-001-001, 03055-001-003, 03055-010-001, 03055-010-003, 03871-000-000, 03873-000-000, 03873-001-000, 03873-001-001. Existing FLU: Agriculture, Moderate Density Residential, Medium Density Residential, Community Commercial, Commercial; Proposed FLU: Low Density Residential, Moderate Density Residential, High Density Residential, Community Commercial; Zone District: Agricultural (A), Residential Single-Family - 4 (RSF-4), Residential Multiple Family - 8 (RMF-8), Community Commercial (CC), Commercial Intensive (CI); Overlay District: U.S. Highway 441/Interstate 75 Gateway Overlay District (portion thereof).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL, 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

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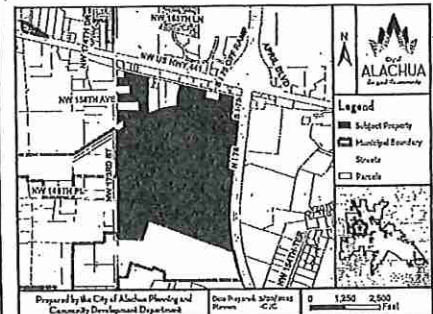


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A request by CHW, LLC, applicant and agent for Tomoka Hills Farms, Inc. and Tower Hill Insurance Group, LLC, the property owners, for a site-specific amendment to the Official Zoning Atlas to amend the zone district from Agricultural (A) (± 258.56-acres), Residential Single-Family - 4 (RSF-4) (± 13.78-acres), Residential Multiple Family - 8 (RMF-8) (± 9.7-acres), Community Commercial (CC) (± 45.29-acres), and Commercial Intensive (CI) (± 18.25-acres) to Planned Development - Residential (PD-R) (± 266.90-acres) and Planned Development - Commercial (PD-COMM) (± 76.68-acres) on a ± 345.58-acre subject property located at 15601 NW 167th Boulevard. Tax parcels: 03054-001-002, 03055-001-001, 03055-001-003, 03055-010-001, 03055-010-003, 03871-000-000, 03873-000-000, 03873-001-000, 03873-001-001. Existing FLU: Agriculture, Moderate Density Residential, Medium Density Residential, Community Commercial, Commercial; Proposed FLU: Low Density Residential, Moderate Density Residential, High Density Residential, Community Commercial; Existing Zone District: Agricultural (A), Residential Single-Family - 4 (RSF-4), Residential Multiple Family - 8 (RMF-8), Community Commercial (CC), Commercial Intensive (CI); Proposed Zone District: Planned Development - Residential (PD-R), Planned Development - Commercial (PD-COMM); Overlay District: U.S. Highway 441/Interstate 75 Gateway Overlay District (portion thereof).



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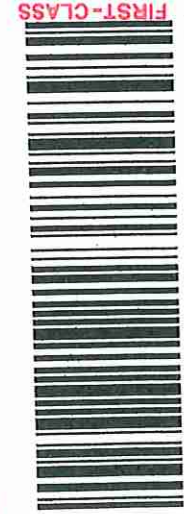
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"The Good Life Community"

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Board of County Commissioners
Alachua County - Florida
12 SE 1st Street
Gainesville, FL 32601

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Confirmation Services	Package ID: 9489009000276706229536 Destination ZIP Code: 32601 Customer Reference: Recipient: Board of County Commissioners Address: Alachua Co. FL 12 SE 1 st Street Gainesville, FL 32601	Electronic Return Receipt First Class Letter PBP Account #: 46945051 Serial #: 8039369 APR 16 2025 2:19 PM
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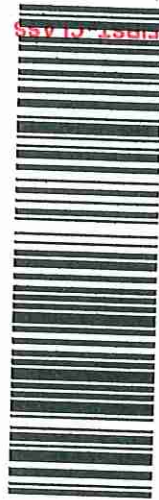
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Confirmation Services	Package ID: 94890090000276706229529	Electronic Return Receipt First Class Letter
	Destination ZIP Code: 32601	
	Customer Reference:	
	Recipient: Michelle Lieberman Co. Manager	PBP Account #: 46945051
	Address: Alachua Co. FL 12 SE 1st St.	Serial #: 8039369
	Gainesville, FL 32601	APR 16 2025 2:18 PM



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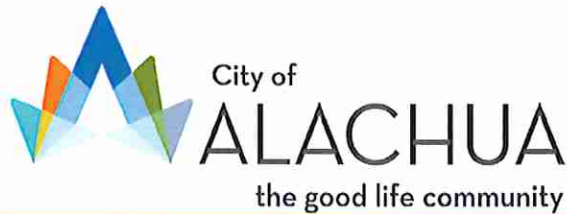


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US POSTAGE[®] PATNEY BOWES
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Michelle L. Lieberman
County Manager
Alachua County - Florida
12 SE 1st Street
Gainesville, FL 32601



MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT

April 17, 2025

Board of County Commissioners
Alachua County, Florida
12 SE 1st Street
Gainesville, Florida 32601

RE: Notice of Proposed Voluntary Annexation as Required by Florida Statute 171.044(6)

Dear Alachua County Board of County Commissioners,

As required by Florida Statute 171.044(6), the City of Alachua is providing the Board of County Commissioners notice of a proposed voluntary annexation of a $\pm$ 222.35-acre subject property located at 10602 NW 143rd Street (tax parcel 04015-000-000). The notice attached is to be published in the May 1, 2025, and May 8, 2025, editions of the Alachua County Today (newspaper of general circulation) with the first reading of the proposed ordinance to be held at the May 19, 2025, regularly scheduled City Commission meeting.

This letter and its incorporated attachments serve to fulfill the City of Alachua's requirement to notice the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of a public notice of the first hearing related to the proposed annexation as required by Florida Statute 171.044.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,

Carson J. Crockett, AICP Candidate
Planner

Attachments: Notice of proposed annexation
Proposed Ordinance 25-08

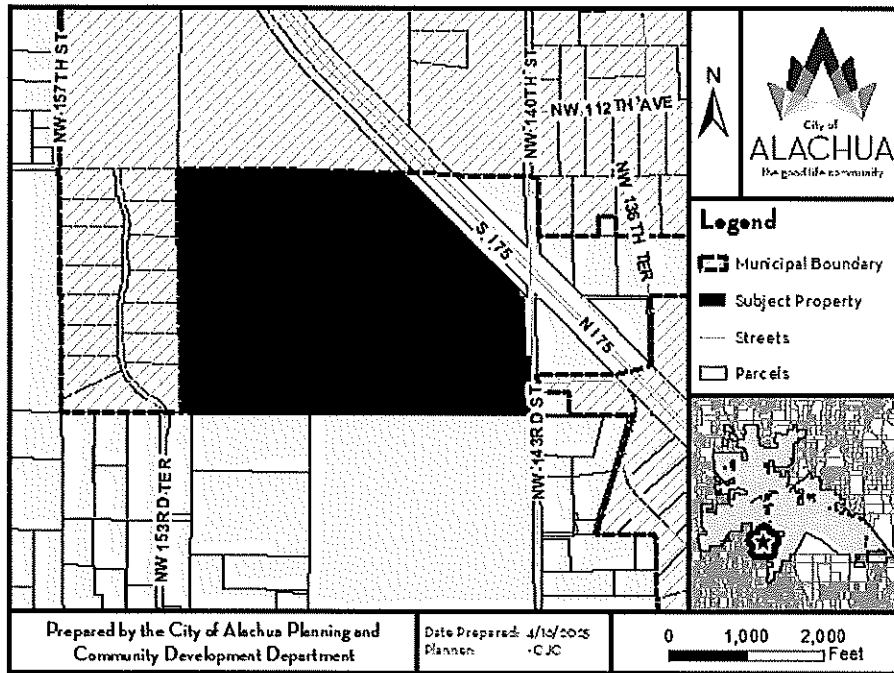
CC: Michelle L. Lieberman, County Manager, Alachua County, Florida
Project File

**NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF
ALACHUA, FLORIDA**

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on May 19, 2025 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 25-08

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 04015-000-000); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



The ± 222.35-acre subject property is generally located 10602 NW 143rd Street (tax parcel(s) 04015-000-000). Copies of the application, complete legal description of the subject property, and proposed ordinance are available for public inspection at the Planning & Community Development Department in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. and copies can be obtained from the Office of the Deputy City Clerk.

At the public hearing, all interested parties may appear and be heard with respect to the application. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL, 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

ORDINANCE 25-08

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 04015-000-000); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sergio Reyes, P.E., as the authorized agent of Livingston Farms LLC, owner of the property to be annexed, has authorized the execution of a petition requesting that the City limits of the City of Alachua, Florida, be extended to include their land; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been published once each week for two consecutive weeks in the Alachua County Today newspaper, meeting the requirements of advertising in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been delivered by certified mail to the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of the first required notice of annexation meeting the requirements of notice in Florida Statute 171.044; and,

WHEREAS, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing corporate limits of the City, and is reasonably compact, and does not create an enclave, and meets the requirements for voluntary annexation as established in Florida Statute 171.044;

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

Section 1. Extending the Corporate Limits of the City of Alachua, Florida to Include Certain Lands Lying Contiguous to the Existing Corporate Limits of the City

A. Legal Description (Tax Parcel 04015-000-000).

The corporate limits of the City of Alachua, Florida are hereby amended to include lands described in the legal description attached to this ordinance and identified as "Exhibit A."

B. Map.

A location map – including the amended municipal boundary of the City of Alachua, Florida – is hereby attached to this ordinance and identified as "Exhibit B."

Section 2. Providing that All Existing Laws, Ordinances, Rules and Regulations Shall Apply

All laws, ordinances, rules and regulations of the City of Alachua, Florida of general application throughout the existing boundaries and corporate limits shall apply through the boundaries and corporate limits of said City as extended by this Ordinance.

Section 3. Official Zoning Atlas

Until the City of Alachua, Florida shall exercise its zoning power over the territories annexed, all of the current zoning regulations and maps heretofore adopted by the Board of County Commissioners of Alachua County, Florida shall continue in full force and effect throughout the territory annexed, and shall be enforced by the City of Alachua.

Section 4. Repealing Clause

All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 5. Providing for Severability

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

Section 6. Effective Date

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

PASSED on first reading on the 19th day of May, 2025.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this _____, day of _____, 2025.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Walter Welch, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney

EXHIBIT A

Legal Description of Tax Parcel 04015-000-000

Commence at the NE corner of Section 34, Township 8 South, Range 18 East, and run N 88°57'59" W along the North line of said Section 1,248.33 feet to the West R/W of Interstate Highway No. 75, thence continue N 88°57'59" W along said North Line 142.91 feet to the West R/W of a 100-foot access road and the Point of Beginning, thence run S 44°30'21" E along said R/W line 1,815.59 feet, thence run S 01°25'53" E along said R/W line 94.1 feet, thence run N 88°34'07" E along said R/W line 60 feet to the West R/W of State Road No. S-241, thence run S 01°25'53" E along said R/W 694.10 feet, thence run N 88°34'07" E along said R/W 50 feet, thence run S 01°25'53" E along said R/W 654.15 feet to the South line of the North half of Section 34, thence run N 89°03'58" W along said South line 3,962.43 feet to the West line of the East half of the NW quarter of Section 34, thence run N 00°31'53" W along said West line 2,715.84 feet to North line of Section 34, thence run S 88°57'59" E along said North line 2,568.78 feet to the Point of Beginning. Being and lying in the North half of Section 34, Township 8 South, Range 18 East, Alachua County, Florida. Said land being ALSO DESCRIBED as the East half of the NW quarter and the NE quarter LESS the right-of-way of 1-75 and ALSO LESS the land described in O.R. Book 765 at page 265, Public Records of Alachua County, all lying and being in Section 34, Township 8 South, Range 18 East, Alachua County, Florida.



Carson J. Crockett, AICP Candidate
Planner, Planning and Community Development Department

Carson J. Crockett, AICP Candidate, is a Planner for the City of Alachua. He supports the functions of the Planning and Community Development Department, assists in the development review process and regularly communicates with members of the public. Crockett holds a master's degree in Urban and Regional Planning from the University of Florida, and he is currently working toward an American Institute of Certified Planners (AICP) certification.

EDUCATION

University of Florida
Bachelor of Science in Sustainability and
the Built Environment
Graduated: April 2022
Master of Urban and Regional Planning
Graduated: May 2023

St. Petersburg Collegiate High School
High School Diploma
Graduated: May 2019

WORK EXPERIENCE

City of Alachua, Florida | Planner | Jun 2023-Present
15100 NW 142nd Ter, Alachua, FL 32615 | (386) 418-6121

George F. Young, Inc. | Planning Intern | May-Aug 2021 and 2022
299 Dr. Martin Luther King Jr. St N, Saint Petersburg, FL 33701 | (727) 822-4317

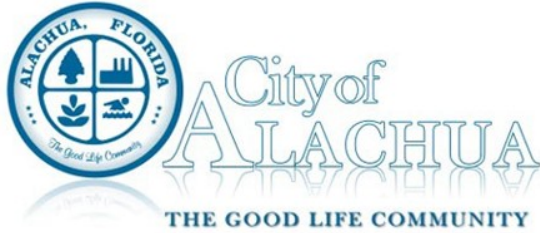
PROFESSIONAL ORGANIZATIONS

American Planning Association | San Felasco Section, Florida Chapter
Member | Nov 2020-Present
Student Planning Association | University of Florida
Member | August 2020-May 2023

CERTIFICATES AND OTHER SKILLS

AICP Candidate | Nov 2023-Present
ArcGIS Pro | Competent
ArcGIS Desktop | Competent
Microsoft Office Certified | Word
PowerPoint | Excel

Robert's Rules of Order | Proficient
Public Speaking | Proficient



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: RFB 2025-01-R - Theatre Park Project - Award

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

1. Accept the bid from Trimark Construction Group in the amount of \$571,950.00.
 2. Authorize the City Manager to enter into a contract with Trimark Construction Group to complete the work as needed under the provisions of RFB 2025-01-R.
-

Summary

On February 6, 2025, the City solicited formal bids under RFB 2025-01 from qualified vendors to furnish all labor, materials, services, expenses, equipment, direct and indirect costs, lump sum price to provide the restoration, enhancement, and preservation of both the functional and aesthetic attributes of Theatre Park located at 14900 Main Street, Alachua, FL 32615.

The Request for Bids required attendance at a Mandatory Pre-Bid Meeting scheduled for February 13, 2025 at 9:00 A.M. in the James A. Lewis Commission Chamber. There were no participants at the advertised Mandatory Pre-Bid Meeting.

On February 27, 2025, the City re-advertised and solicited formal bids under RFB 2025-01-R.

The Mandatory Pre-Bid Meeting was held on March 6, 2025 at 9:00 A.M. in the James A. Lewis Commission Chamber. There were three (3) Contractors present at the Pre-Bid Meeting. Contractors were: AKEA, Inc., BBI Construction and Trimark Construction.

The Bid closed on March 31, 2025 at 3:00 P.M.

The City received one bid in response to RFB 2025-01-R.

The bid received was from Trimark Construction Group in the amount of \$571,950.

Staff recommends awarding the bid to Trimark Construction Group as the qualified responsible bidder and authorizing the City Manager to execute a contract with them.

FINANCIAL IMPACT

\$572,950.00

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Community Enhancement

Funding Source - Community Redevelopment Trust Fund

Economic Development

ATTACHMENTS

1. Contract RFB 2025-01 Theatre Park Project
2. Bid 1 - Trimark Construction Group

CONSTRUCTION CONTRACT LUMP SUM PRICE BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is by and between City of Alachua, a municipality in Alachua County, Florida (Owner) and Innovation Square Development Corporation DBA Trimark Construction Group (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – THE PROJECT

- 1.01 The Project and Work under the Contract Documents (see Article 9) are described as follows:
- A. The Name of the Project is "Theatre Park Project" as described more completely in Exhibit A.
 - B. A signed and sealed copy of the Construction Plans, Exhibit A. <https://owncloud.cityofalachua.org/index.php/s/LnLznlZODjZLNBT>.
 - C. The Project is to provide restoration work in Theatre Park located at 14900 Main Street, Alachua, Florida as described in the identified Contract Documents including the incorporated Construction Plan.
 - D. Contractor shall furnish all necessary equipment, supervision, labor, materials, tools, and incidentals necessary to complete the Work as specified in the Contract Documents.

ARTICLE 2 – WORK

- 2.01 All work shall be performed in accordance with this Contract, also incorporated in RFB 2025-01, including Contract Exhibit A (Construction Plans), Contract Exhibit B (General Conditions) and balance of Contract Terms and Conditions.

ARTICLE 3 – OWNER REPRESENTATIVE

- 3.01 Assistant City Manager Rodolfo Valladares, P.E. has been designated by owner to assume all duties and responsibilities and have the rights and responsibilities assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, including but not limited to substantial completion and completion and readiness for final payment as stated in the Contract Documents, are of the essence.
- B. Contract Times are calculated and shall begin to run on delivery of the Notice to Proceed (NTP) and corresponding Purchase Order (PO) and expire at 4 p.m. project time.
- C. No work shall begin until delivery of both NTP and PO.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before 120 calendar days from Notice to Proceed and corresponding date of receipt of Owner Purchase Order and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions, attached and incorporated as Exhibit B, on or before 150 calendar days from Notice to Proceed and Purchase Order.

4.03 *Hours of Work*

- A. Work shall not be conducted on Fridays, Saturdays, Sundays or on holidays observed by the City, or outside the regularly scheduled work days defined as Monday through Thursday from 8:00 a.m. to 4:30 p.m. unless the City, in its discretion, determines the interests of the public otherwise so demand or require. Should the Contractor find it necessary to work outside the regularly scheduled work days or time, the Contractor shall submit written notice and obtain City approval a minimum of 48 hours in advance. A Change Order is required to extend contract completion dates.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE (LUMP SUM)

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
 - A. For all Work, a Lump Sum of: U.S. \$571,950.00 as established and set forth on the attached and incorporated Exhibit C or as established by Change Order during Contract performance. There are no cash allowances included in the above price.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment on Application for Payment form in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, less retainage of five (5) percent, and less such amounts as Owner may determine necessary to withhold, including but not limited to liquidated damages in accordance with Paragraph 14.02 of the General Conditions. If the Total Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with and as provided in F.S. 218.735, Local Government Prompt Payment Act.

ARTICLE 8 – CONTRACTOR REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations and assurance:

- A. Contractor has examined and carefully studied the Contract Documents and all related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Specifically, Contractor is solely responsible for familiarization with and meeting the City of Alachua Standards for Water & Wastewater, and the electrical standards outlined in the city manual found online at the City website www.cityofalachua.com/index.php/public-works.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Contractor shall be solely responsible for coordinating with all utility providers.
- F. Contractor is responsible for all MOT and coordination including any requirements of the City of Alachua.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Based on the information and observations referred to in Paragraph 8.01 A, B, C, D, E, F, G and H above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- I. Contractor has given Owner written notice of any and all conflicts, errors, ambiguities, or discrepancies, if any, that Contractor has discovered in the Contract Documents, and any written resolution thereof by Owner is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor certifies it is familiar and complied with the requirements of Florida Statute 255.04, Preference to home industries, the E-Verify requirements of F.S. 448.095 in building Public Buildings in preparing its bid and plan to complete the herein described Scope of Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *This Agreement plus Exhibits:*

A. EXHIBITS

A Exhibit A found at

<https://owncloud.cityofalachua.org/index.php/s/LnLznIzODjZLNBT>.

Construction Plans A printed, signed and sealed copy of Exhibit A is on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.

B General Conditions

C Bid Form (Lump Sum Bid form) and Schedule of Values

D Insurance Requirements

E Notice to Proceed

F Change Order

G Certificate of Substantial Completion H Performance Bond

I Payment Bond

J Application for Payment

K E-Verify Form

B. There are no Contract Documents other than those listed above and incorporated herein in this Article 9.01.

C. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Insurance Requirements

- A. Attached and incorporated as Exhibit D.

10.06 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Public Records

- A. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.
 - 2. Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.

This provision will apply to all services provided unless Contractor can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of City under Florida law. The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully refused to comply with a public records request within a reasonable time.

The Contractor shall contact Deputy City Clerk LeAnne Williams, Custodian of City Public Records, at (386) 418-6104 or le_williams@cityofalachua.org concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.

10.08 The Right to Audit

- A. The Contractor agrees to furnish such supporting detail as may be required by the Owner to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The Owner will pay the cost of any audit. The Owner shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

10.09 Compliance with Purchasing and Sales Policy and Regulations

- A. City has adopted and published Purchasing and Sales Policy and Regulations on its WEB SITE at <https://www.cityofalachua.com/government/finance-administrative-services/purchasing>) and requires that all who do business with the City of Alachua agree and adhere to its CITY PURCHASING AND SALES POLICY AND REGULATIONS. Contractor acknowledges notice of such requirement and accepts, understands and pledges the commitment to act accordingly. RFB 2025-01-R shall become part of this purchase order and contract.

10.10 Additional Warranty Provisions

- A. CONTRACTOR, in addition to the General Warranty and Guarantee set forth in 6.20 of the General Conditions, shall assign all manufacturer or supplier warranties to Owner.

10.11 Governing Law, Jurisdiction and Venue

- A. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Florida, jurisdiction and venue shall be in the appropriate court in Alachua County, without regard to principles of conflicts of laws that would refer jurisdiction to the laws of another state.

10.12 No Waiver of Sovereign Immunity

- A. Nothing in this Agreement shall be construed or applied as a waiver of Owner's sovereign immunity against third party tort claims, including those rights and limitations of liability under section 768.28, Florida statutes, as it may be amended. If Contractor pursues indemnity or a hold harmless defense from Owner in connection with a third-party tort claim, then Owner shall have the right to assert against any such third party claimant, the defense of sovereign immunity on behalf of itself and Contractor shall allow Owner to maintain that defense and shall take no action that will frustrate Owner's ability to maintain a defense of sovereign immunity, including the procedures and limitations of liability in section 768.28, Florida statutes.

10.10 Notice

OWNER CONTRACTOR

Susan King, Project Manager
su_king@cityofalachua.org

CONTRACTOR

Eric Drummond, Director of Planning & Construction
edrummond@trimarkproperties.com

ARTICLE 11 – EXIGENT CIRCUMSTANCES

- 11.01 The economic conditions in the State of Florida, the United States and the rest of the World are currently in a state of uncertainty to the extent the manufacture, shipping, availability, delivery and, particularly, pricing of building and construction materials are impossible to predict.
- 11.02 The parties, recognizing the set forth market conditions, hereby agree, notwithstanding any language contained in this contract to the contrary, that the Lump Sum Bid submitted in response to RFB 2025-01-R, that is the subject of this contract, is submitted with a Schedule of Values listing individual materials and prices as determined and established by the Bidder at the time of submitting its bid. Should pricing of the schedule materials escalate or deescalate during the term of the contract, the City will recognize the higher or lower price at shipping of individual materials upon the Contractor submitting a properly documented Change Order as to Contract Price. Further, City will, as established by proper documentation, honor and accept Change Orders to extend Contract Times due to unavoidable delays in the delivery of materials.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2025 (which is the Effective Date of the Agreement).

OWNER: City of Alachua

CONTRACTOR: Innovation Square Development Corporation DBA Trimark Construction Group

Signature

By: William M. DaRoza

Title: City Manager

Attest: _____

Name: LeAnne Williams

Title: Deputy City Clerk

Signature

By: Eric Drummond

Title: Director of Planning & Construction

Attest: _____

Name: JOHN FLEMING

Title: PRESIDENT

EXHIBIT A

CAN BE FOUND AT, <https://owncloud.cityofalachua.org/index.php/s/LnLznIzODjZLNBT>
INCLUDES: A SIGNED AND SEALED COPY OF CONSTRUCTION PLANS WITH
SPECIFICATIONS AND NOTES

EXHIBIT B
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 8. *Change Order*—which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 9. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 10. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 11. *Contract Documents*—Those items so designated in the Contract and which together comprise the Contract.
 12. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

13. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Owner's written recommendation of final payment.
14. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
15. *Cost of the Work*—See Paragraph 11.01 for definition.
16. *Drawings*—That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor. One electronic copy on Compact Disc will be delivered and attached as an Exhibit A to the written copy of the Contract. A printed, copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.
17. *Effective Date of the Agreement*—The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
18. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
19. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
20. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
22. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
23. *Owner*—The individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.
24. *PCBs*—Polychlorinated biphenyls.
25. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

26. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
27. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
28. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
29. *Resident Project Representative*—The authorized representative of Owner who may be assigned to the Site or any part thereof.
30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
31. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
32. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
33. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
34. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
35. *Specifications*—Also referred to as *Technical Specifications*, are that part of the Contract Documents consisting of requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. One printed copy will be delivered to Contractor, along with an electronic copy on Compact Disc being attached as Exhibit D to the written copy of the Contract. A printed copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents.
36. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
37. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 38. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
- 39. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
- 40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
- 41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 42. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by Owner. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).
- C. *Day:*
 - 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. Before Owner delivers the executed counterparts of the Contract to Contractor, Contractor shall deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver such evidence of insurance, with copies to each additional insured, which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Bid documents are available on the City’s website, www.cityofalachua.org and can be found by selecting Administrative Services, then selecting Purchasing Division and selecting RFQ, RFP and RFB’s.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract but not before delivery to Contractor of a City Purchase Order. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (unless otherwise specified in the General Requirements or Supplementary Conditions), Contractor shall timely submit owner for review and acceptance the following schedules:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work, to include that submitted as a part of the Contract Price solicitation process and attached to the Contract as an Exhibit, which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, and others as appropriate will be held to review for acceptability to Owner as

provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if upon review, it provides a reasonable allocation of the Contract Price to component parts of the Work; otherwise changes will be required for the contractor before the Schedule of Values is accepted.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance

of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.
2. *Contractor Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.17.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by a Change Order.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by Owner or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Owner.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. The data furnished by Owner to Contractor, or by Contractor to Owner, of text, data, graphics, or other types should be in electronic searchable format (*.pdf).
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 5 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 5 day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Review:* After receipt of written notice as required by Paragraph 4.02.A, Owner will promptly review the pertinent condition, determine the necessity of Owner obtaining exploration or tests with respect thereto, and advise Contractor in writing (with a copy to Contractor) of Owner’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or
 - c. Contractor failed to give written notice as required by Paragraph 4.02.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.03 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner by the owners of such Underground Facilities, including Owner, or by others.

1. Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner. Owner will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Owner concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents

and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.04 *Reference Points*

- A. Owner shall provide maps to establish reference points for construction which in Owner's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.05 *Hazardous Environmental Condition at Site*

- A. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.17.A); and (iii) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Contractor to timely obtain required permits and provide Contractor the written notice.
- C. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- D. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as

a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.05.E shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or

insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

- B. Bid Bonds. Shall be in the form of a cashier's check, other certified Bank Check (made payable to the City of Alachua) or other surety as described in A., supra. Bid Bonds will be returned to Bidder upon complete execution of the Contract for the work at the price Bid. The Bid Bond will be automatically converted to the property of the City of Alachua if the Bidder has not executed the Contract as set forth in this paragraph within seven (7) City working days after Bid Award.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, before beginning any work, and with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained;

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 - 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Contract Documents or required by Laws or Regulations, whichever is greater;
 - 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.12 and 6.21;
 - 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 - 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 - 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Property Insurance*

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, sinkhole, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another insured location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until Certificate of Occupancy has been obtained and final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.03 and 5.04 will protect Owner, Contractor, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner and Contractor waive all rights against the other for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof during partial utilization pursuant to Paragraph 14.05, after Substantial Completion or after final payment.
- C. Any insurance policy maintained by Contractor covering any loss, damage or consequential loss referred to in Paragraph 5.05 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Owner, Contractor, Subcontractors and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.07 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the

requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide to Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, Contractor shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner may elect to obtain equivalent bonds or insurance to protect Owner interests at the expense of Contractor who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.02 *Independent Contractor*

- A. In the Owner performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed the Contractor is at all time acting and performing as an

independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Contractor shall at all times remain an independent contractor with respects to the services to be performed under this agreement.

- B The Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and as an officer, employee, agent joint venture, or partner of the Owner. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind Owner unless specially authorized to do so.
- C Neither the Contractor, nor its officers, agents, employees subcontractors, or assignees are entitled to State retirement or State leave benefit, or to any other compensation of State employment as result of performing the duties obligated in this Agreement.
- D The Contractor agrees to take such action as made be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be as agent, employee, servant, joint venturer, or partner of the Owner.
- E Owner shall not be responsible for withholding taxes with respect to the Contractor use of funds under this Agreement. The Contractor shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The contractor shall ensure that its employees, subcontractors and other agents receive necessary workers compensation and reemployment assistance benefits from an employer other than Owner.
- F The Contractor, at all times during this Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

6.03 *Labor; Working Hours*

- A. *E-Verify*- The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the contract term.
- B. *Compliance*- The Contractor shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the FDOT, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

- C. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work during extended working hours, on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner.

6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.05 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.06 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that

no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Owner for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Owner’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Owner as an “or-equal” item. For the purposes of this Paragraph 6.06.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Owner determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Owner’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.06.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Owner to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than Contractor.

c. The requirements for review by Owner will be as set forth in Paragraph 6.06.A.2.d, as supplemented by the General Requirements, and as Owner may decide is appropriate under the circumstances.

d. Contractor shall make written application to Owner for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available owning, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Owner. Contractor shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Owner will be similar to those provided in Paragraph 6.06.A.2.

C. *Owner's Evaluation:* Owner will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.06.A and 6.06.B. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Owner's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Owner will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Owner's Cost Reimbursement:* If Owner requires the services of an Owner to evaluate a contract or request Owner will record Owner's costs in evaluating the submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Owner for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of

Owner for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.07 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Owner's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.
- C. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship with Owner and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a

Subcontractor or Supplier who is listed as a loss payee on property insurance, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.09 *Permits*

- A. Unless otherwise provided in the Special Instructions and Additional Information (Exhibit A), Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not

limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.11 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.12 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner and the public. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and

machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.13 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of Contract Agreement, all Drawings, Specifications, Addenda, Change Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner or authorized inspectors for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to.

6.14 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.14.A.2 or 6.16.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by it, or anyone for whose acts any of

them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.15 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.16 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.17 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

6.18 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Owner may require.

1. *Shop Drawings:*

- a. Submit number of copies specified by Owner.
- b. Data shown on Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 6.18.D.

2. *Samples:*

- a. Submit number of Samples specified by Owner, in an electronic searchable format (*.pdf).

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner may require to enable Owner to review the submittal for the limited purposes required by Paragraph 6.16.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - e. All submittals shall be provided in an electronically searchable format (*.pdf).
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. NO such change is authorized except by issuance of a Change Order as prescribed in Article 10. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Owner for review and approval of each such variation.

D. *Owner's Review:*

- 1. Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Owner. Owner's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Owner's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.18.C.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in a Change Order as prescribed in Article 10. Owner's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.18.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Owner and shall return in an electronically searchable format (*.pdf) corrected copies of Shop Drawings and submit, as required, new Samples for review and approval by Change Order. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.

6.19 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.20 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, subcontractors, successors and assigns shall be entitled to rely on representation of Contractor's warranty and guarantee as to workmanship, supplies and materials for one (1) year from acceptance by Owner of final completion.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Owner;

2. Payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Owner;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.
8. Issuance of Certificate of Occupancy.

6.21 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work at the Site with Owner employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the

extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Notice to Contractor required in 7.01.A:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Notice, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are also applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Owner shall issue all communications to Contractor throughout the construction of the project.

8.02 Replacement of Owner Contact

- A. In case of a changed in Owner name contact person, Owner shall appoint a representative, whose status under the Contract Documents shall be that of the former person named.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.06 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.07 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.08 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition as established by law. See Paragraph 17.03.

8.09 *Evidence of Financial Arrangements*

- A. Upon request of Contractor and Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.10 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 9 – OWNER STATUS DURING CONSTRUCTION

9.01 *Visits to Site*

- A. Owner will make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe as an experienced and qualified professional the progress that has been made and the quality of the various aspects of Contractor's executed

Work. Based on information obtained during such visits and observations, Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, will be informed of the progress of the Work and will endeavor to guard Owner

- B. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.02 *Project Representative*

- A. Owner may elect to retain a Resident Project Representative to assist Owner in providing more extensive observation of the Work.

9.03 *Authorized Variations in Work*

- A. Owner may authorize with Owner's concurrence minor variations in the Work from the requirements of the Contract Documents which do or do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These must be accomplished by a Change Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Change Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.04 *Rejecting Defective Work*

- A. Owner will have authority to reject Work which Owner believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.05 *Shop Drawings, Change Orders and Payments*

- A. In connection with Owner authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.18.
- B. In connection with Owner authority as to Applications for Payment, see Article 14.

9.06 *Determinations for Unit Price Work*

- A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor the Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an

Application for Payment or otherwise). Owner's written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Owner will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Owner in writing within 30 days of the event giving rise to the question.
- B. Owner will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Owner's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Owner's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Owner will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.08 Limitations on Owner Authority and Responsibilities

- A. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor failure to perform the Work in accordance with the Contract Documents.
- B. Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Owner's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, Operations and Maintenance Manual, Products, Spare Parts and Maintenance Materials Manual, Warranty Documentation Manual, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.09 *Compliance with Safety Program*

- A. While at the Site, Owner employees and representatives shall comply with the specific applicable requirements of Contractor safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Change Order, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.17 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Owner covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Owner pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.19.A.

10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Verification of such change will be provided by Contractor to Owner.

10.05 Claims

- A. *Owner Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. A decision by Owner shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless Owner allows additional time).
- C. *Owner Action:* Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Owner is unable to resolve the Claim if, in the sole discretion of Owner, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Owner written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed in writing by Owner (such as a lump sum cost from Contractor for the Work covered by a Change Order), such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Owners, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain for the additional work.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, Owners, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to

in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor fee.

2. Expenses of Contractor principal and branch offices other than Contractor office at the Site.
 3. Any part of Contractor capital expenses, including interest on Contractor capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor Fee:* When all the Work is performed on the basis of cost-plus, Contractor fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner and the Owner in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor Fee:* The Contractor fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, other contractors or a utility performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of a utility not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, and its officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Owner has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, its consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor

shall provide them proper and safe conditions for such access and advise them of Contractor safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner and Owner acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved by Owner is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor expense unless Contractor has given Owner timely notice of Contractor intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner observation and replaced at Contractor expense.
- B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment at Contractor expense.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, and was not subject to prior inspection by Owner prior to covering, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.12.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner written instructions:
 - 1. repair such defective land or areas; or

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner, prior to final payment, prefers to accept it, may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner making final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such final payment, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails, within a reasonable time after written notice from Owner, to correct defective Work, or to remove and replace rejected Work as required by Owner in accordance

with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor services related thereto, take possession of Contractor tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid but which are stored elsewhere. Contractor shall allow Owner, Owner representatives, agents and employees, other contractors, and consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages, including but not limited to all fees and charges of Owners architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraphs 2.05 and 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed. Unit prices for unforeseen and not possible to predetermine work (such as removal of excessive rock or clay, will be bid, as separate Unit Price items. Should any Unit Price Bid of the lowest total Base Bid of the selected responsive and responsible bidder be lower than all other Bidders, the unit price will be included in the Contract. If the Unit Price bid of the selected Base Bidder is higher than the Unit Price bid of any higher total Base Bidders, the unit price bid (category) of the selected Base Bidder will be averaged with all lower Unit Price Bids (by category) of all other responsive and responsible bidders to determine the Unit Price per category.

14.02 Progress Payments

A. Applications for Payments:

1. At least 10 days before the date established in the Contract for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by Owner. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Owner will, within 10 days after receipt of each Application for Payment, either process a payment request or return the Application to Contractor indicating in writing Owner's reasons for refusing to process payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Owner processing of any payment requested in an Application for Payment will constitute a representation and certification by Contractor to Owner, that the Application for Payment and the accompanying data and schedules, are to the best of Contractor knowledge, information and belief, a true statement that :
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the application); and
 - c. the conditions precedent to Contractor being entitled to such payment have been fulfilled, and
3. By processing or making any such payment Owner will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Owner review of Contractor Work for the purposes of making payments nor the making of any payment, including final payment, will imply:
 - a. The Owner supervised, directed, or controlled the Work, or
 - b. approve the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. verified the Contractor compliance with Laws and Regulations applicable to Contractor performance of the Work, or
 - d. that the Owner has examined or ascertained how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. also determined that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Owner may approve the whole or any part of any payment if, in Owner opinion, it would be incorrect to do otherwise. Owner may also refuse any such payment if Owner believes previous payments should be offset because of subsequently discovered evidence or the results of subsequent inspections or tests, cause Owner to believe previous payments should be offset because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. In accordance with F.S. 218, Florida Prompt Payment Act.

D. Reduction in Payment:

- 1. Owner may also refuse to make payment of the full amount applied for because:

- a. claims have been made filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Claims;
 - b. there are other items entitling Owner to a set-off against the amount claimed; or
 - c. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount applied for by Contractor, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 3. Upon a subsequent determination that Owner refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the statute.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to free Owner no later than the time of payment.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.
- B. Promptly after Contractor notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.
- D. Before submission of Certificate of Substantial Completion, Contractor will deliver to Owner a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, insurance, warranties and guarantees. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner, the public and affected property owners may use or occupy any substantially completed part of the Work Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used for its intended purpose without significant interference with Contractor performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work that Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner, will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner and Contractor will promptly make a final inspection and Owner will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Claim rights arising out of or Claims filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and, as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way

be responsible, or which might in any way result in liens or other burdens on Owner, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any such Claim.

B. Owner's Review of Application and Acceptance:

1. If, on the basis of Owner observation of the Work during construction and final inspection, and Owner review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and other obligations of Contractor under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, indicate in writing Owner processing of payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. In accordance with F.S. 218, Florida Prompt Payment Act

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner agrees, Owner shall, upon receipt of Contractor final Application for Payment for Work fully completed and accepted and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.05);
 - 2. Contractor disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor repeated disregard of the authority of Owner; or
 - 4. Contractor violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner as to their reasonableness and, when so approved by Owner, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price

or Contract Times or otherwise for expenses or damage directly attributable to Contractor stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Owner for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Owner action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Bid Form and Schedule of Values

City of Alachua – FY 2025

Theatre Park

Note the description of work listed on the SOV may not be applicable to the project. If this is the case, please mark N/A in the total column for that item. Blank lines have been provided to include any items that are shown on the plans but are not listed on the SOV.

Bid Form - Schedule of Values

Base Bid or Add. Alt.	No.	Description	Qty	Unit	Unit Cost	Cost
Base Bid	01	Salvage, protection, storage and restoration of period materials	1	LS		16,708.00
Base Bid	02	Demolition	1	LS		20,829.00
Base Bid	03	Masonry, repointing and Stitch Ties	1	LS		32,959.00
Base Bid	04	Moisture Protection of Walls	1	SF LS		37,838.00
Base Bid	05	Metal Fabrications and Railings	1	LS		166,325.00
Base Bid	06	Coping, Flashing, and Trim (incl. composite panels and supporting framing)	1	LF LS		11,974.00
Base Bid	07	Sitework and Drainage	1	LF LS		10,582.00
Base Bid	08	Plumbing	1	LS		10,754.00
Base Bid	09	Electrical and Lighting	1	LS		103,681.00
Base Bid	10	Exterior Improvements (pavers, furnishings, irrigation, plantings)	1	SF LS		34,135.00
Base Bid	11	Concrete	1	SF LS		42,271.00
Base Bid	12	Retractable Fabric Canopy (manual)	1	LS		16,274.00
MISCELLANEOUS						
Base Bid	13	General Conditions	1	LS		46,145.00
Base Bid	14	Insurance & Bonds	1	LS		21,475.00
ADDITIVE ALTERNATES						
Add. Alt. 1	15	Retractable Fabric Canopy (motorized)	1	LS	ADD	6,000.00
TOTAL						
					TOTAL BASE BID COST (line items 1 through 14)	571,950.00

EXHIBIT D

INSURANCE REQUIREMENTS

1. Insurance

Except as otherwise specified, the Contractor and any sub-contractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the Owner. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that sub-contractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation.

The requirements specified herein as to types, limits and Owner's approval of insurance coverage to be maintained by the Contractor and sub-contractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and sub-contractors.

Any insurance carried by the Owner which may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

For insurance purposes, the title of Ownership of materials furnished under this contract shall remain with the Contractor until the Owner receives such materials at the specified destination.

1.1 Additional Insured

Upon notice of award and before a Contract is presented to the City Commission, all insurance coverages furnished under the contract, except for Workers Compensation and Employers Liability, shall include the Owner, officials, directors, partners, consultants, agents and employees as additional insured with respect to the activities of the Contractor and sub-contractors and certificates of insurance be delivered to Donna Smith @ dsmith@cityofalachua.org. These policies shall contain a "cross- liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The Owner shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium.

1.2 Waiver of Subrogation

The Contractor and sub-contractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Owner, officials, directors, partners, consultants, agents and employees.

COA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-contractor providing such insurance.

1.3 Certificates of Insurance

The Certificate(s) of Insurance furnished by the Contractor shall be completed by the authorized representative and presented to the Purchasing Division. The certificate shall be dated and show the following:

- 1.3.1 The name of the insurer, the effective and termination date, the specified job by name and quote number, name of the insured Contractor and the policy number.
- 1.3.2 Statement that the insurer will mail notice to COA at least thirty (30) days prior to any material deviations or cancellations of the policy.
- 1.3.3 Shall include all deductibles and/or self insurance retentions for each line of insurance coverage.
- 1.3.4 The Certificate(s) of Insurance shall designate COA as certificate holder as follows:

City of Alachua
Attention: Purchasing Division
15100 NW 142 Terrace
Alachua, Florida 32615

2. **Workers Compensation and Employers Liability**

This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provision of a workers compensation law. The policy shall include an "all states" or "other states" endorsement.

- 2.1 The liability limits shall not be less than required by Florida Law.

<i>Insurance:</i>	<i>Description:</i>
Workers' Compensation Employer's Liability	Statutory \$1,000,000 each occurrence

3. **Comprehensive Automobile Liability**

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

- 3.1 The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Bodily injury Property damage	\$1,000,000 combined single limit Each occurrence

4. Comprehensive General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person or damage to property of the Owner or others arising out of any act or omission of the Contractor or his agents, employees or sub-contractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

4.1 The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Personal injury and Property damage	\$1,000,000 combined single limit each occurrence and \$1,000,000 aggregate

5. Umbrella Liability Policy

This insurance shall be an "occurrence" type policy protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000. The policy shall be an "occurrence" type policy.

****** END OF SECTION ******

NOTICE TO PROCEED

Date:

Project: RFB 2025-01-R Theatre Park Project

Owner: City of Alachua

Owner's Contract No.: RFB 2025-01-R

Contract: RFB 2025-01-R Theatre Park Project

Engineer's Project No.: N/A

Contractor:

Contractor Address:

You are notified that the Contract Times under the above Contract will commence to run on , 2025 on or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the number of days to achieve Substantial Completion is **120** days, and the number of days to achieve readiness for final payment is **150** days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the owner (any other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1. Coordinate access to site procedures with Owner.
2. Provide recorded copies of Performance Bond and Payment Bond.
3. Receive a Purchase Order from Owner.

Owner: City of Alachua

By: _____
William M. DaRoza

City Manager
Title

Date

Date of Issuance: _____ Effective Date: _____

Project: RFB 2025-01-R Theatre Park Project	Owner: City of Alachua	Owner's Contract No.: RFB 2025-01-R
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

CHANGE IN CONTRACT PRICE:**CHANGE IN CONTRACT TIMES:**

Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable):		
_____		Date: _____

Certificate of Substantial Completion

Project: Theatre Park Project

Owner: City of Alachua

Owner's Contract No.: RFB 2025-01

Contract:

Engineer's Project No.:

This Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
----------------------	------

Accepted by Contractor	Date
------------------------	------

Accepted by Owner	Date
-------------------	------

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

OWNER:

City of Alachua

P.O. Box 9

Alachua, FL 32616

CONSTRUCTION CONTRACT #:

Effective Date of the Agreement:

Amount:

Description :

BOND

Bond Number:

Date:

Amount:

Modifications to this Bond Form: ☐ one

SURETY *(name and address of principal place of business)*:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Print Name

Title

Attest: _____
Signature

Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all

valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

PAYMENT BOND

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the

Agreement: Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: __None __ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(seal)

_____(seal)

Contractor’s Name and Corporate Seal

Surety’s Name and Corporate Seal

By: _____

By:

Signature

Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____

Attest:

Signature

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to

satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor,

materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Contractor's Application for Payment No.

 City of ALACHUA THE GOOD LIFE COMMUNITY	Application Period:	Application Date:
To (Owner): City of Alachua	From (Contractor):	Via (Engineer):
Project: RFB 2025-01-R Theatre Park Project	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Change Order Summary				
Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE.....	\$	
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	
5. RETAINAGE:		
a. X _____ Work Completed.....	\$	
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____

Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

Exhibit K
Page 1 of 1

E-Verify

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Alachua.

Contractor acknowledges it is obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

Bid Form and Schedule of Values

City of Alachua – FY 2025

Theatre Park

Note the description of work listed on the SOV may not be applicable to the project. If this is the case, please mark N/A in the total column for that item. Blank lines have been provided to include any items that are shown on the plans but are not listed on the SOV.

Bid Form - Schedule of Values

Base Bid or Add. Alt.	No.	Description	Qty	Unit	Unit Cost	Cost
Base Bid	01	Salvage, protection, storage and restoration of period materials	1	LS		16,708.00
Base Bid	02	Demolition	1	LS		20,829.00
Base Bid	03	Masonry, repointing and Stitch Ties	1	LS		32,959.00
Base Bid	04	Moisture Protection of Walls	1	SF		37,838.00
Base Bid	05	Metal Fabrications and Railings	1	LS		166,325.00
Base Bid	06	Coping, Flashing, and Trim (incl. composite panels and supporting framing)	1	LF		11,974.00
Base Bid	07	Sitework and Drainage	1	LF		10,582.00
Base Bid	08	Plumbing	1	LS		10,754.00
Base Bid	09	Electrical and Lighting	1	LS		103,681.00
Base Bid	10	Exterior Improvements (pavers, furnishings, irrigation, plantings)	1	SF		34,135.00
Base Bid	11	Concrete	1	SF		42,271.00
Base Bid	12	Retractable Fabric Canopy (manual)	1	LS		16,274.00
MISCELLANEOUS						
Base Bid	13	General Conditions	1	LS		46,145.00
Base Bid	14	Insurance & Bonds	1	LS		21,475.00
ADDITIVE ALTERNATES						
Add. Alt. 1	15	Retractable Fabric Canopy (motorized)	1	LS	ADD	6,000.00
TOTAL						
					TOTAL BASE BID COST (line items 1 through 14)	571,950.00

BID #1
TRIMARK CONSTRUCTION GROUP



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Discussion on Strategies to Increase Public Engagement and Transparency

PREPARED BY: Jacob Fletcher, Commissioner

RECOMMENDED ACTION:

Receive presentation from Commissioner Jacob Fletcher and discuss strategies to enhance public engagement and transparency in City processes, including the creation of accessible educational content, expansion of digital outreach, and the exploration of a citywide public survey to understand resident priorities better and direct the City Manager to take appropriate actions based on the Commission's discussion.

Summary

During the May 5th public comment period, community member Soorya Lindberg proposed several key suggestions aimed at improving public participation and transparency in City governance. These suggestions reflect a shared value of public engagement, offering valuable opportunities to enhance understanding of City processes and ensure that community voices are more effectively integrated into decision-making. The Commission is requested to discuss the following ideas to strengthen public engagement and ensure that local governance reflects the diverse needs of all those impacted by City policies and actions:

- **Creating accessible, plain-language content** to explain how City decisions are made and provide residents with the tools to participate more actively in the process.
- **Expanding public notice methods** to include social media platforms such as Facebook, thereby increasing outreach to a broader and more engaged audience.
- **Exploring the feasibility of a citywide public survey** to gather insights on resident priorities and concerns, helping guide future policy and planning decisions.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Lindberg Email Engagement

Let's Improve Civic Engagement

Soorya Lindberg <soorya.lindberg@gmail.com>

Tue 5/6/2025 4:00 PM

Inbox

To: City Commissioners <commissioners@cityofalachua.org>;

Hello Commissioners!

I wanted to follow-up on my public comment from last night (May 5th) in regards to increasing public engagement with the City. Here I will share the idea I spoke about, and two new ideas I didn't have time to bring up. I just love participating and I want more people to do so too!

1. Create content about how things work at City Hall

I encourage the City to create accessible, plain-language content that helps the public better understand how city decisions are made—particularly around land use and policy changes. Clear, proactive communication like this would empower residents to participate earlier and more meaningfully in civic matters. For example:

- A simple overview of how ordinances and rezoning requests move through the approval process. What stays at the Planning & Zoning level? What's the difference between quasi-judicial and not? When do you get three or five minutes to speak?
- How and when to submit public comments before a meeting and those deadlines. (This can improve participation and address accessibility for those who cannot attend in-person public comments due to work schedules, access to childcare, experiencing illness, or without transportation)
- How to access supporting documents before meetings. (This is why I LOVE the option of a library binder since they are open everyday of the week and can reduce foot traffic and attention from City staff. This is also perfect for many without home computers. I've tried reading agenda documents on my phone and the interface isn't friendly for that so an ongoing option for a hard copy at the library is exciting.)

2. Post Public Notices on Facebook

I've seen in staff documents that public notice hearings are always from the Alachua County Today newspaper... Considering the current news, people can be less inclined to pick that paper up. But what most people definitely do, is open Facebook multiple times per day and then share information with their friends or other groups. I see Alachua County posts their public notices on Facebook stories and posts, can the City of Alachua do the same along with the paper? I try to keep up and post things in a local word of mouth group but I'm just one person, people look to the official City accounts for what's happening. If you want a volunteer to keep an eye on posts, I'll be happy to! I'm already online all day looking at a computer for my day job.

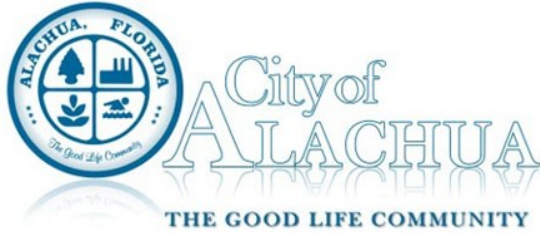
3. City Survey

Has the City ever conducted a survey to understand what's important to residents? In my workplace, which has thousands of employees, we use Gallup to gather feedback at scale and identify trends.

At the last meeting we heard from downtown business owners that alcohol permits can improve foot traffic and then actions were taken to explore that. It was awesome to witness! I wonder what else is out there that we can learn to improve the quality of life for businesses and families? As the Commission considers ordinance changes to code with long-lasting effects: What do people whom you or I will never meet think about mixed-use development in our community? A thoughtfully designed public survey can offer insight to guide long-term planning and foster stronger alignment between City actions and community priorities.

Of course when designing a survey, it's important that the City ensures the process is inclusive, transparent, and unbiased. Partnering with a third-party organization—like Gallup or another experienced survey firm—can help ensure those best practices are followed. These organizations specialize in crafting neutral questions, reaching a representative mix of residents, and analyzing results with statistical rigor. A trusted third party can also help protect respondent confidentiality, increasing participation and trust in the process. This approach gives the Commission reliable, actionable insights into what the community thinks and needs.

Thank you for reading and your consideration!
Soorya Lindberg



Commission Agenda Item

MEETING DATE: May 19, 2025

SUBJECT: Approve May 5, 2025, City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approval of the May 5, 2025, City Commission Meeting Minutes

Summary

Approve May 5, 2025, City Commission Meeting Minutes

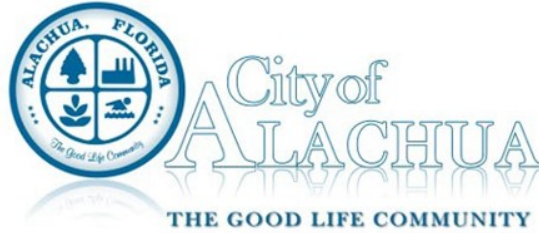
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 25.05.05.M.CCM



Regular City Commission Meeting Minutes
May 5, 2025 at 6:00 PM

Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Mike DaRoza
City Attorney Marian Rush

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

CITIZENS PRESENT: Connie Meyer, Annie Welch, Diana Carlson, Soorya Lindberg, Nick Carter, Bill Smith, Julie Smith, Kari Thompson, Colby Thompson, Mandy Bucci, Ralph Williams, Vida May Waters, Clara Nell Petree, Michele Lee.

STAFF ATTENDING: Diane Amendola, Michael Carrillo, Heather Carter, Carson Crockett, Lisa Freeman, Brent Lanier, Tony Love, Tara Malone, Damon Messina, Donna Smith, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, David Wisener.

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

Led by Mayor Walter Welch.

INVOCATION

Led by Pastor Ralph Williams, Newberry Church of the Nazarene.

PLEDGE TO THE FLAG

Led by Mayor Welch.

APPROVAL OF THE AGENDA

Commissioner Dayna Williams moved to approve the agenda; seconded by Commissioner Jennifer Ringersen.

Mayor Welch opened the floor for comments.

Tamara Robbins cited an error in the agenda posting.

Deputy City Clerk LeAnne Williams stated she discovered the error that morning.

The Commission recommended removing the public hearing item at that point of the agenda.

Passed 5-0 by roll call.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Ringersen moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Shirley Green Brown.

Passed 5-0 by roll call.

I. SPECIAL PRESENTATIONS

A) GIB COERPER DAY PROCLAMATION

Human Resources Director Tara Malone introduced the item and made the presentation.

City Attorney Marian Rush read the proclamation.

Gib Coerper expressed his gratitude for the privilege of serving the City of Alachua.

Vice Mayor Brown, Commissioner Williams, Commissioner Ringersen, City Manager Mike DaRoza and Mayor Welch spoke of the time they spent with Mr. Coerper and of their admiration for him.

B) SERVICE RECOGNITION FOR ED POTTS

Human Resources Director Malone introduced the item and made the presentation.

C) NATIONAL POETRY MONTH

Deputy City Clerk Williams introduced the proclamation.

City Attorney Rush read the proclamation.

Alachua County Poet Laureate Stanley Richardson thanked the Commission.

D) PEACE OFFICERS MEMORIAL DAY PROCLAMATION

Chief Jesse Sandusky introduced the item and made the presentation.

City Attorney Rush read the proclamation.

Chief Sandusky announced the Local Law Enforcement Memorial would be at the Veteran's Memorial Park on Thursday, May 8, 2025, at 7:00 p.m.

E) FISCAL ANALYSIS REPORT FOR FY 2024-2025 THROUGH MARCH 31, 2025

Senior Accountant Tyler Williams provided the presentation.

Commissioner Jacob Fletcher asked clarifying questions.

Senior Accountant Williams provided the information.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

Mayor Welch opened the floor for comments.

Michele Lee, owner of the Good Life Station, requested the Commission consider amending the alcohol ordinance on Main Street. She stated the churches on Main Street do not oppose the change.

Julie Smith stated that Alachua County had adopted an amendment to its alcohol ordinance.

City Manager DaRoza stated there would be a Joint County / City Commission meeting (JCCCM) on May 19, 2025, at 6:00, with the Regular City Commission meeting to follow.

Shasta Schoellhorn stated she supports an amendment to the alcohol ordinance.

Mandi Bucci stated that Main Street needs a farmer's market and supports an amendment to the alcohol ordinance.

Ms. Robbins stated she supports an amendment to the alcohol ordinance. She suggested changing the road on Main Street to a walking path with shade trees and outside seating for the businesses.

Annie Welch reminded the Commission that while Main Street was the center on the south side of town, it was not the whole of Alachua. She said the north side of Main Street, across U.S. 441, also needs development. She requested the Commission consider public transportation.

Rudy Rothseiden agreed with the comments regarding development and transportation. He suggested churches on Main Street were not a good use of the buildings as they sat vacant for much of the week. He recommended looking into medical marijuana.

Nick Carter said he would like to open a business on Main Street if the alcohol ordinance amendment was established.

Soorya Lindberg supported a farmer's market. She suggested closing Main Street permanently to vehicle traffic. She also suggested developing a pamphlet on procedures in the City: zoning changes, development applications, etc.

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A) APPOINTMENT TO THE CITIZEN ADVISORY TASK FORCE

Commissioner Ringersen moved to defer to the City Commission Meeting to a date uncertain; seconded by Commissioner Williams.

Mayor Welch opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

A) ORDINANCE 25-05 - AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND

DEVELOPMENT REGULATIONS ("LDRS"); AMENDING SUBPART B OF THE CITY OF ALACHUA CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE 2 RELATING TO THE POWERS AND DUTIES OF THE PLANNING AND ZONING BOARD; AMENDING ARTICLE 3 RELATING TO THE PERMITTED DENSITY AND INTENSITY AND PURPOSES OF THE BUSINESS DISTRICTS; AMENDING ARTICLE 4 RELATING TO USE SPECIFIC STANDARDS AND THE CREATION OF MIXED-USE SPECIFIC STANDARDS; AMENDING ARTICLE 5 RELATING TO THE PERMITTED DENSITY AND INTENSITY OF THE BUSINESS DISTRICTS AND ESTABLISHING DIMENSIONAL STANDARDS FOR MIXED-USE DEVELOPMENT; AMENDING ARTICLE 6 RELATING TO OFF-STREET PARKING AND LOADING STANDARDS AND TREE PROTECTION AND LANDSCAPING STANDARDS FOR MIXED-USE DEVELOPMENT; AMENDING ARTICLE 10 RELATING TO THE DEFINITIONS OF DEVELOPMENT AREA AND MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (FIRST READING, LEGISLATIVE HEARING).
RESIDENTIAL OPPORTUNITIES

City Manager DaRoza stated this item would be deferred due to an error in public notice.

Commissioner Williams moved to defer to the City Commission Meeting to a date uncertain; seconded by Commissioner Ringersen.

Mayor Welch opened the floor for comments.

Ms. Robbins requested a workshop before this item was brought to the Commission for a public hearing. She stated that the proposed ordinance contained unrelated LDR changes.

Mr. Rothseiden agreed with the idea of having a workshop.

Commissioner Fletcher asked what would be affected by the proposed changes.

Planner Carson Crockett provided information.

Ms. Lindberg agreed with the idea of having a workshop.

Ms. Welch stated citizens should agree with the proposed changes.

Commissioner Williams stated that the discussion was off toipc, as the motion on the floor was to defer the item.

Planner Crockett cited the LDRs as related to Ordinance 25-05. He also explained that although this ordinance touches several places within the LDRs, all the changes were related to mixed-use. He stated that the Planning and Zoning Board transmitted this

item to the Commission.

Passed 5-0 by roll call.

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

Mayor Welch opened the floor for comments.

Lynn Coullias remarked on past developments made in Hague. She cited an online article and expressed her disapproval of the allegations made regarding Adam Boukari. She stated, if true, than city resources were used for untoward behavior and accused the Commission of turning a blind eye during Mr. Boukari's tenure at the City.

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Manager DaRoza thanked staff and volunteers for their involvement in the Great American Cleanup (GAMC). He stated he had five interviews set up for the Planning Department openings. He noted that the election questions brought forward at the City Commission Meeting on April 21, 2025, were being investigated by the Alachua County Supervisor of Elections Office and were not about the conduct of the City of Alachua Election. He announced the JCCCM would be on May 19, 2025, at 6:00 p.m., with the Regular City Commission Meeting to follow.

Commissioner Fletcher asked if there was more than one person involved in the election investigation.

City Manager DaRoza stated that the ineligibility of 10 people was being investigated.

City Attorney Rush stated the questions were regarding voter registration, which the Supervisor of the Elections Office conducts.

Commissioner Ringersen asked whether the problem regarding the ineligibility of voters was because a home with four people had six ballots returned.

City Manager DaRoza stated the question was regarding ineligible people being registered to vote.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Fletcher stated he attended:

1. GAMC
2. Color Me Creative at the Swick House

He stated he agreed with changing the alcohol ordinance and improving public transportation. He asked if the City keeps track of visitors entering City Hall.

City Manager DaRoza stated the City does not currently do so.

Commissioner Fletcher thanked the citizens for their comments.

Commissioner Ringersen stated Teacher Appreciation was this week. She stated she attended GAMC. She said the Opioid Task Force had billboards up. She thanked Chief Sandusky for securing the City.

Commissioner Williams moved to waive the rules of procedure; seconded by Commissioner Ringersen.

She stated she would like to see staff look into the citizens' requests to change the alcohol ordinance.

Commissioner Williams moved to direct the City Manager to have staff research and bring back options to the City Commission to change the ordinance; seconded by Commissioner Ringersen.

Mayor Welch opened the floor for comments.

Ms. Robbins asked for this to come to the Commission as a discussion item before it moves to a public hearing.

Commissioner Fletcher stated he would like input from the churches on Main Street.

Passed by roll call; 5-0

Vice Mayor Brown thanked:

1. Pastor Williams for the invocation
2. The citizens who commented

She stated she attended:

1. W.W. Irby 2nd Grade music performance
2. GAMC
3. Turkey Creek Golf Tournament for FAMU alumni

She wished everyone a Happy Mother's Day.

Mayor Welch thanked the citizens and stated that their comments had been heard.

ADJOURN

Commissioner Ringersen moved to adjourn; seconded by Commissioner Williams.

Passed by unanimous consent.

CONSENT AGENDA

Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.

- A) APPROVAL OF THE APRIL 21, 2025, JOINT BOARD OF CANVASSERS / CITY COMMISSION MEETING MINUTES**
- B) APPROVAL OF THE APRIL 21, 2025, CITY COMMISSION MEETING MINUTES**

ATTEST:

**CITY COMMISSION OF THE CITY OF
ALACHUA, FLORDIA:**

Mike DaRoza, City Manager/Clerk

Walter Welch, Mayor